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## University of Michigan Regents and Washtenaw County Local Building Trades Board of Directors (1981)

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## University of Michigan Regents and Washtenaw County Local Building Trades Board of Directors (1981)

### Keywords

collective labor agreements, collective bargaining agreements, labor contracts, labor unions, United States Department of Labor, Bureau of Labor Statistics

### Comments

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# AGREEMENT

THE REGENTS OF THE  
UNIVERSITY OF MICHIGAN

*and*

WASHTENAW COUNTY  
LOCAL BUILDING TRADES  
BOARD OF DIRECTORS

*August 1, 1981 – July 31, 1983*



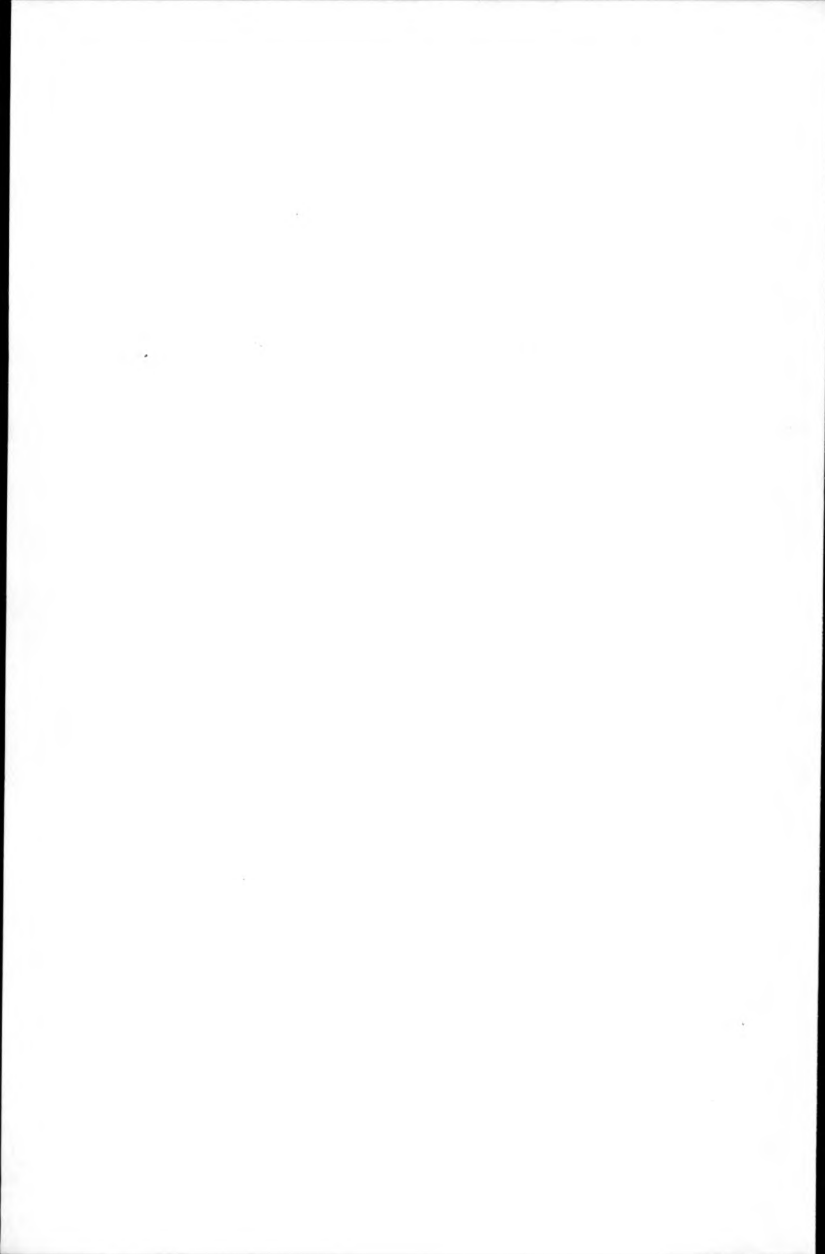
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1       The Regents of the University of Michigan (hereinafter called the "University") and the Washtenaw County Local Building Trades Board of Directors (hereinafter called the "Trades Board") agree as follows:

## ARTICLE I

### RECOGNITION AND DEFINITIONS

#### SECTION A

##### DESCRIPTION OF UNIT

2       Pursuant to and in conformity with the Certification issued by the Michigan Labor Mediation Board on November 17, 1967 in Case No. R65 H-25 the University recognizes the Trades Board as the exclusive representative for the purposes of collective bargaining in respect to wages, hours, and other conditions of employment for all employees in the following bargaining units:

3       All Electricians; Sheet Metal Workers; Roofers; Roofer and Sheet Metal Helpers; Painters, including sign painters and spray painters; Masons; Plasterers; Carpenters, including Carpenter Machinists; Cabinet Makers; Plumber Pipe-Fitters, including Pipe Coverers and Steam Fitters; Refrigeration Repairmen; Heavy Equipment Operators; Welders; Construction Laborers; and all Apprentices to the foregoing at any location or facility of the University of Michigan; EXCLUDING Temporary and Student Help; Professional Employees; Teaching Faculty; Research Staff; Office Clerical Employees; Technical Employees; Supervisors, and all other employees.

#### SECTION B

##### DEFINITIONS

4       1. The terms "employee" and "employees" as used in this agreement (except where the agreement clearly indicates otherwise) shall mean only an employee or employees within the bargaining unit described in Section A.

5       2. The term "temporary help" shall mean any individual or individuals whose employment is limited in duration to not more than three (3) consecutive months and is established for (1) a specific project, (2) the purpose of relieving

employees who are absent due to sickness or injury, leave of absence, or vacation, or (3) augmenting the regular work force of employees to meet the requirements of the University that may be occasioned by termination, dismissal, increased work loads, or other conditions that may create short-term staffing shortages, except that the employment of any such individual during the month of June may continue through September 30 without the consent of the Union.

6           3. The term "full-time employee" shall mean an employee whose normal schedule of work is forty (40) hours per calendar week.

7           4. The term "part-time employee" shall mean an employee whose normal schedule of work is less than forty (40) hours per calendar week.

## ARTICLE II

### MANAGEMENT RIGHTS

8           The University retains, solely and exclusively, all its inherent rights, functions, duties, and responsibilities with the unqualified and unrestricted right to determine and make decisions on all terms and conditions of employment and the manner in which the operations of the University will be conducted except where those rights may be clearly, expressly, and specifically limited in this agreement. It is expressly recognized, merely by way of illustration and not by way of limitation, that such rights, functions, duties, and responsibilities which are solely and exclusively the responsibility of the University include, but are not limited to, (1) full and exclusive control of the management of the University, the supervision of all operations, methods, processes, means, and personnel by which any and all work will be performed, the control of property and the composition, assignment, direction, and determination of the size and type of its working forces; (2) the right to determine the work to be done and the standards to be met by employees covered by this agreement; (3) the right to change or introduce new operations, methods, processes, means, or facilities, and the right to determine whether and to what extent work shall be performed by employees; (4) the right to hire, establish, and change work schedules, set hours of work, establish, eliminate, or change classifications, assign, transfer, promote, demote, release, and lay off employees; (5) the right to determine the qualifications of employees and to suspend,

discipline, and discharge employees for cause and otherwise to maintain an orderly, effective, and efficient operation.

9           Nothing in this Article shall be construed to prevent a filing of a grievance in accordance with Article XL.

### ARTICLE III

#### CONFERENCES

10           At the request of either the Trades Board, the chief steward, or the University, conferences shall be held at least quarterly for the purpose of considering matters of mutual interest other than grievances under consideration in the Grievance Procedure, provided that mutually acceptable arrangements can be made. Safety, Apprenticeship Training, and Insurance and other benefit plans will be appropriate subjects for conferences. All such conferences shall be arranged through a designated representative of the University Personnel Office. Employees, not to exceed four (4), shall not suffer loss of time or pay when attending conferences during their normal working hours. Conferences may be attended by officials of the Trades Board. In the event that it is mutually agreeable, the University or the Trades Board will respond in writing to written matters of mutual interest presented by either party within fourteen (14) calendar days unless both parties mutually agree to another time limit.

### ARTICLE IV

#### NO-STRIKE GUARANTEE

11           Under no circumstances shall the Trades Board, its officials, affiliates, or its members prohibit or restrict the right of any person to unlimited ingress and egress of University premises, nor shall any employee or employees cause or take part in any strike, work stoppage, sit down, slow down, curtailment of work, restriction of production, or any picketing or similar demonstration at any location on the University premises during the term of this agreement. This shall not be construed as limiting individual participation in an activity that is unrelated to the employment relationship.

12 In the event of any such action or interference and on notice from the University, the Trades Board, without any delay, shall take whatever affirmative action is necessary and is within its authority and power to prevent and bring about the termination of such action or interference. Such affirmative action shall include the immediate disavowal and refusal to recognize any such action or interference, and the Trades Board immediately shall instruct any and all employees to cease their misconduct and inform them that their misconduct is a violation of the agreement subjecting them to disciplinary action, including discharge.

13 In addition, the Trades Board shall, within twenty-four (24) hours of notice to the Trades Board by the University of any such action or interference, deliver the following notice to the University:

"To all employees of the University represented by Washtenaw County Local Building Trades Board of Directors:

"You are advised that the action against and interference with the operations of the University of Michigan which took place (date) is unauthorized by the Trades Board and in violation of the collective bargaining agreement. You are directed to cease this action and interference immediately."

14 An authorized official of the Trades Board shall sign the notice.

15 In the event that any employee or employees shall refuse to cease such action or interference, the University agrees that it will not file or prosecute any action for damages arising out of such action or interference against the Trades Board, its officials, or representatives if the Trades Board, its officials, and representatives perform their obligations as set forth in this Article.

16 Nothing herein shall preclude the University from seeking legal or other redress of any individual who has caused damage to or loss of University property or from taking disciplinary action, including discharge, against any employee.

17 In the event of any such action or interference, the University may suspend all benefits under this agreement with respect to any employee taking part in the action or interference.

## ARTICLE V

### NON-DISCRIMINATION

#### SECTION A

- 18 Neither the Trades Board, its officials, its employees, its affiliates, nor its members shall discriminate against, intimidate, coerce, or interfere with any University employee, whether represented by the Trades Board or not, with respect to the employee's work or with respect to Trades Board activities or membership or the right to refrain from engaging in any Trades Board activities or membership.

#### SECTION B

- 19 The University shall not discriminate against, restrain, intimidate, or coerce any employee with respect to or because of the employee's membership or lawful Trades Board activity.

#### SECTION C

- 20 The University and the Trades Board agree that there will be no discrimination in the application of this agreement because of race, sex, age, creed, color, or national origin, or any other factor prohibited by applicable federal and state laws.
- 21 Nothing in this Section shall be construed to prevent an employee alleging discrimination from exercising constitutional or statutory rights which may be available. In the event, however, that an employee or a group of employees elects to file a complaint alleging unlawful discrimination with an external agency or courts, the arbitration procedures set forth in Article XLI will not be or will no longer be available.

ARTICLE VI  
TRADES BOARD SECURITY  
SECTION A

22        During the life of this agreement and to the extent the laws of the State of Michigan permit, every employee, beginning with the month following (1) thirty (30) calendar days after the execution date of this agreement or (2) thirty (30) calendar days after employment in the bargaining unit, whichever date is the later, and monthly thereafter shall tender to the Trades Board, as a condition of continued employment in the bargaining unit, either periodic and uniformly required dues or, in the alternative, a service charge in an amount equivalent to periodic and uniformly required dues. Uniformly required dues or an equivalent service charge as used in this Article VI and in Article VII shall mean that amount of uniform dues required by the affiliate of the Washtenaw County Building Trades Board for the classification in which the employee is classified.

SECTION B

23        No employee shall be terminated under Section A of this Article unless:

1. The Trades Board first has notified the employee and the University with the following written letter:

Date \_\_\_\_\_

Dear \_\_\_\_\_:

According to our records you are delinquent in not tendering either periodic and uniformly required dues or the service charge in an amount equivalent to periodic and uniformly required dues. The current amount of such delinquency is \$ \_\_\_\_\_ for the months of \_\_\_\_\_, 19\_\_\_\_. Unless such dues or service charge is tendered within thirty (30) calendar days, you will be reported to the University for termination of your employment as provided in Article VI of our collective bargaining agreement. A copy of this

Sincerely yours,

24           2. The Trades Board has furnished the University with written proof that the procedure of Section B(1) of this Article has been followed or has supplied the University with a copy of the letter sent to the employee and notice that the employee has not complied with the request. The Trades Board must specify further, when requesting the University to terminate the employee, the following by written notice:

-7-

27           At the time the new employee is informed of his obligation as set forth in Section A, the employee shall also be informed that:

1. the employee shall, within two (2) working days of beginning employment, contact the chief steward to arrange for a Trades Board orientation, and;
2. the orientation shall be outside the employee's and the chief steward's working hours and unpaid and shall be at a time and place designated by the chief steward, and;
3. the employee will have the opportunity to complete the Voluntary Authorization for Deduction of Dues or Service Charge form (which will be furnished by the chief steward) and return the form to the chief steward at the completion of the Trades Board orientation.

28           Upon completion of the Trades Board orientation, the chief steward shall return the Voluntary Authorization for Deduction of Dues or Service Charge form to the duly designated University office.

#### SECTION E

29           Notwithstanding the specific provisions of Article VI, Trades Board Security, the University and the Union agree that if the amount of the service fee is formally challenged by an employee who is not a member of the Union, the Union shall have the sole burden of establishing the legal validity of the fee. During the period of this formal challenge to determine the employee's pro rata share of the Trades Board's cost of negotiating and administering the collective bargaining agreement, the University shall not be obligated to terminate such employee's employment until the formal challenge has been resolved.



## ARTICLE VII

### DUES OR SERVICE CHARGE CHECKOFF

- 30        During the life of this agreement and to the extent the laws of the State of Michigan permit and as provided in this Article, the University will deduct one month's current uniform and periodic dues or service charge from the pay of each employee who voluntarily executes and delivers to the University the following authorization form:

WASHTENAW COUNTY LOCAL BUILDING TRADES  
BOARD OF DIRECTORS  
VOLUNTARY AUTHORIZATION FOR DEDUCTION OF  
DUES OR SERVICE CHARGE

I, \_\_\_\_\_, (authorize/  
(Print Name)

do not authorize) the University to deduct from wages earned or to be earned by me monthly dues ☐ or service charge ☐ (check one) as certified to the University by the financial officer of the Trades Board and to remit the same to the Trades Board at such time and in such manner as may be agreed upon between the University and the Trades Board.

This authorization and direction shall be effective until revoked in writing by me on a form provided by the University or until the termination of the collective bargaining agreement between the University and the Trades Board which is in force at the time of delivery of this authorization, whichever occurs sooner; and I agree and direct that this authorization and direction shall be automatically renewed for the period of each succeeding applicable collective bargaining agreement between the University and the Trades Board until revoked in writing by me on a form provided by the University or until the termination of each applicable collective bargaining agreement between the University and the Trades Board, whichever occurs sooner. This authorization and direction shall be automatically revoked upon my termination of employment with the University.

\_\_\_\_\_  
Home Address

\_\_\_\_\_  
Home Phone Number

--	--	--	--	--	--	--	--

Social Security Number

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date of Signing

\_\_\_\_\_  
Date of Delivery to University

- 31 The following certification form shall be used by the Trades Board when certifying membership dues or service charge:

CERTIFICATION OF FINANCIAL OFFICER OF TRADES BOARD

I certify that the membership dues for \_\_\_\_\_

Type or Print

is \$ \_\_\_\_\_ per \_\_\_\_\_. The service charge is

\$ \_\_\_\_\_ per \_\_\_\_\_.

Date \_\_\_\_\_ Signature \_\_\_\_\_

Financial Secretary  
Trades Board

Date of Delivery to University \_\_\_\_\_

- 32 Payroll deductions shall be made only from the pay due employees on the last pay day of each calendar month; provided, however, the initial deduction for any employee shall not begin unless both (1) a properly executed "Voluntary Authorization for Deduction of Dues or Service Charge" and (2) the amount of the monthly membership dues or service charge certified by the financial secretary of the Trades Board has been delivered to the University at a place designated by the University at least thirty (30) calendar days prior to the last pay day of the calendar month. Changes in the amount of the monthly membership dues or service charge also must be delivered to the University at a place designated by the University at least thirty (30) calendar days prior to the last pay day of the calendar month before the change will become effective.

- 33 An employee may revoke the employee's "Voluntary Authorization for Deduction of Dues or Service Charge" at any time by written notification to the University on a form provided by the University. Payroll deductions shall terminate when a revocation has been delivered to the University at least thirty (30) calendar days prior to the last pay day of the calendar month.

- 34 All sums deducted by the University shall be remitted to the financial secretary of the Trades Board at an address given to the University by the Trades Board once each month by the fifteenth (15th) calendar day of the month following the month in which the deductions were made, together with a

list of names and the amount deducted for each employee for whom a deduction was made.

- 35        The University shall not be liable to the Trades Board by reason of the requirements of this Article for the remittance or payment of any sum other than that constituting actual deductions made from the pay earned by the employee. In addition, the Trades Board shall indemnify and save the University harmless from any liability resulting from any and all claims, demands, suits, or any other action arising from compliance with this Article or in reliance on any list, notice, certification, or authorization furnished under this Article.

## ARTICLE VIII

### BULLETIN BOARDS

- 36        The University shall provide the Trades Board with space on bulletin boards at various University locations and one key for each glass enclosed lockable board. The boards shall be of the quantity and located as set forth in Appendix C unless the parties mutually agree to a different number and/or a change in location. The Trades Board's exclusive space on these boards shall be for the purpose of posting Trades Board notices and shall be sufficient for posting four (4) 8 1/2 by 11 inch notices. Such notices may be posted during working hours and without loss of time or pay by the steward or alternate steward working at each of the following locations: Hospital, Dearborn Campus, Flint Campus, Housing, and North Campus Housing, and by the chief steward or the chief steward's designated representative at all locations. These notices, although not limited to the following, shall be of that type:

- a. Recreational and social events of the Trades Board;
- b. Trades Board meetings;
- c. Trades Board elections, appointments;
- d. Results of Trades Board elections.

- 37        In the event a dispute arises concerning the appropriateness of material posted, the Secretary of the Trades Board and the chief steward will be advised by the University

Personnel Office of the nature of the dispute, and the notices will be removed from the bulletin boards until the dispute is resolved.

## ARTICLE IX

### WORK SCHEDULES

#### SECTION A

38 A normal schedule of work for a full-time employee shall be eight (8) hours per day and forty (40) hours per week, excluding non-paid lunch periods. This Section shall not be construed as and is not a guarantee of any hours of work per day or per week, but the normal schedule of work shall not be reduced in order to avoid a layoff unless agreed to in advance by the Trades Board. When an employee's normal schedule of work is changed, it shall be for not less than five (5) work days.

39 Lunch periods shall be scheduled as to time and duration by the University. Lunch periods of thirty (30) minutes or more shall be non-paid. Paid lunch periods shall not exceed twenty (20) minutes.

40 There normally will be a rest period which shall be taken at a time determined by the University. Such rest period shall be with pay and shall under no circumstances exceed fifteen (15) minutes for each four (4) hours of work. No employee shall leave the employee's work prior to the beginning of this fifteen (15) minute period and must resume work at the end of this period. In no case shall any employee use a vehicle during the rest period or to get to a place other than the employee's work site for the rest period. The rest period is intended to be a recess from work to be preceded and followed by an extended work period. Consequently it may not be used to cover an employee's late arrival to work or early departure, to extend the lunch period, nor may it be regarded as cumulative if it is not taken. It is understood that the Trades Board does not condone any abuse of this Section and that an employee who violates any requirement of this Section shall be subject to disciplinary action.

## SECTION B

41 All employees shall be at the place designated by their immediate supervisor, ready for work, at their starting time and shall remain at their work site and continue working until the end of their working period unless otherwise instructed or excused by their immediate supervisor, except that at the end of the work day employees normally will be permitted a period not to exceed ten (10) minutes to wash.

42 It is understood that the Plant Department Building shall be the designated place for starting and quitting for an employee who normally works at job sites in the Ann Arbor area when the employee is required to work at a job site outside of the Ann Arbor area unless he lives closer to that job site than the Plant Department or otherwise requests and is permitted to start or quit at that job site.

## ARTICLE X

### CLASSIFICATIONS AND WAGES

#### SECTION A

##### WAGE SCHEDULE

43 Wages shall be paid in accordance with the wage schedules as set forth in Appendix A; provided, however, an employee assigned to a classification will progress from one step to the next only if the employee's performance is satisfactory. An employee's performance will be presumed satisfactory unless the employee is notified to the contrary in writing by the University.

## ARTICLE XI

### OVERTIME

#### SECTION A

##### OVERTIME PREMIUM

44 An overtime premium computed at one and one-half times the employee's hourly rate and shift premium, if applicable,

will be paid for time paid (1) in excess of eight (8) hours in a day or (2) in excess of forty (40) hours in a calendar week for which an overtime premium has not previously been earned.

- 45 In calculating the eight (8) and forty (40) hours to determine when the overtime premium is payable, (1) time when actual work is performed and (2) time off work for which pay is received pursuant to Article XXII (Disability Income), Article XXV (Vacation Time Pay), Article XXVI (Funeral Leave Pay), and Article XXIII (Holiday Pay), except paid time for a holiday which falls on an employee's scheduled day off, and (3) time off work pursuant to Article XXVII (Jury and Witness Service) will be counted.

#### SECTION B

##### PYRAMIDING

- 46 Overtime premium shall not be pyramided, compounded, or paid twice for the same time paid.

#### SECTION C

##### SCHEDULING

- 47 In general, overtime work shall be voluntary; provided, however, when at least forty-eight (48) hours advance notice of an overtime assignment is given or when circumstances do not permit advance notice, an employee will work unless sufficient other employees capable of doing the work are available, in which case an employee who does not wish to work will be excused from overtime.

- 48 Whenever an apprentice works overtime, at least one (1) employee from the classification to which the apprentice is an apprentice will also be assigned to work overtime unless no such employee wishes the overtime or is available when called.

SECTION D  
DISTRIBUTION

- 49 Overtime within seniority groups as defined in Article XVI shall be distributed as equitably as practicable among employees having the ability to do the work competently and efficiently and who are assigned to the same classifications within the same seniority group.
- 50 It shall not be considered practicable (1) if an employee has performed the available work unsatisfactorily or inefficiently on a previous occasion or (2) to call in an employee to work rather than extend the shift of an employee already at work. In addition, an employee who has provided the University with a written statement that the employee does not wish to work overtime need not be assigned or called in to work overtime. Such a statement will be effective until withdrawn in writing by the employee.
- 51 Employees who work overtime or who are assigned overtime and do not work, whether excused or not, shall be charged for the overtime worked or offered for the purposes of equitably distributing overtime. Any inequitable distribution will be rectified in the future scheduling of overtime. An overtime record shall be maintained for each unit of distribution and posted within seventy-two (72) hours after any overtime is worked. Overtime assigned and not worked, whether excused or not, shall be color coded in red when posted. Overtime worked shall be posted in a contrasting color.
- 52 Each steward in a unit of distribution will be provided the opportunity to review the overtime record, including any other available records of overtime offered, refused, or worked, not less than once per week. The steward will be granted a necessary and reasonable amount of time off from his/her assigned schedule of work without loss of time or pay to review the overtime record. In the event that the overtime record is not accurate or up to date, the steward may immediately confer with the responsible supervisor who will correct the record as soon as reasonably practicable.
- 53 New employees, employees returning from a leave of absence or layoff, employees transferred into a new unit of distribution or into another classification in the same unit of distribution, and employees withdrawing the written statement expressing the wish not to work overtime will be charged with the highest number of overtime hours then worked



by an employee in the same classification in the unit of distribution.

54 An employee who is continuously absent from work for one (1) month or more, for whatever the reason, except as provided in Paragraph 49, shall be charged for overtime in the same amount as the employee who was next lowest on the overtime record at the time the employee's absence began, except the employee shall not be charged for any overtime charged to that employee during the first month of the employee's absence.

55 All overtime accrual records shall begin with zero (0) hours overtime effective with the beginning of the first pay period following the execution date of this agreement.

## SECTION E

### COMPENSATORY OVERTIME

56 When an employee has worked overtime, such employee may request, and with the approval of their supervisor be granted, time off from work in an amount equal to the overtime hours worked times one and one-half, provided the time off from work is scheduled and taken within the same pay period in which the overtime was worked. In that event, the overtime worked will be recorded and paid and the equivalent time off from work will be considered an excused absence without pay.

57 Time off from work under this Section shall not affect the accrual of vacation as provided in Article XXV (Vacations), nor shall a request for such time off be arbitrarily denied.

## SECTION F

### DEFINITIONS

58 For purposes of this Article and the computation of overtime premium, the following definitions shall apply:

1. "Day" means the twenty-four (24) consecutive hour period beginning with an employee's starting time on each work day.

2. "Calendar Week" means seven (7) consecutive calendar days beginning at midnight between Saturday and Sunday.

## ARTICLE XII

### SHIFT PREMIUM

- 59 A shift premium of twenty cents (20¢) per hour worked shall be paid to any employee who starts work on or after 12 noon and before 8:00 p.m.
- 60 A shift premium of twenty-five cents (25¢) per hour worked shall be paid to any employee who starts work on or after 8:00 p.m. and before 4:00 a.m.
- 61 An employee who works beyond the employee's scheduled hours shall continue to receive the shift premium, if any, determined by the employee's starting time, except if the employee works a full eight (8) hour shift, the employee shall be paid the shift premium for that shift or the shift premium for the employee's first eight (8) hours, whichever premium is greater.

## ARTICLE XIII

### RATES OF PAY ON TRANSFER

- 62 When an employee is promoted, the employee's hourly rate shall be the starting rate for the classification or the top step for the classification, whichever rate is next higher to the employee's own.
- 63 When an employee is transferred from one classification to another classification in the same pay grade, the employee's hourly rate shall remain the same. If the employee is not at the top of rate progression, the employee will continue to progress as if the employee had not been transferred.
- 64 When an employee is transferred to a classification in a lower pay grade, the employee's hourly rate shall be the top step of the lower pay grade.

- 65 When an employee is transferred on a temporary basis to a classification in a higher pay grade for four (4) or more hours in an eight (8) hour shift, the employee's hourly rate during the period of the employee's transfer shall be the starting rate for that classification or the top step for that classification, whichever rate is next higher to the employee's own.
- 66 When an employee is transferred on a temporary basis to a classification in a lower pay grade, the employee's hourly rate shall be maintained.

#### ARTICLE XIV

##### ON CALL PAY

- 67 Each employee specifically designated as in an "on-call" status shall be paid twenty percent (20%) of the hourly rate for his/her classification for hours spent in that status. Employees, when designated for on-call status, are required to restrict their whereabouts to the extent that they are required to leave word at their home or with their supervisor where they can be reached and be in a position to return to work immediately when called. Upon return to work, such employees are not eligible for call back pay as provided in Article XV nor for on-call pay while at work but shall be paid their regular hourly rate plus shift premium, if applicable, or the overtime premium as set forth in Section A of Article XI, if applicable, for actual work performed. Time spent in an on-call status shall not be counted in calculating time worked for determining when an overtime premium shall be paid.
- 68 In general, on-call status shall be voluntary; provided, however, when at least forty-eight (48) hours advance notice of an on-call assignment is given or when circumstances do not permit advance notice, an employee will be in the on-call status unless sufficient other employees capable of doing the work are available, in which case an employee who does not wish to be in the on-call status will be excused. On-call shall be assigned from within a seniority group as defined in Article XVI and by classification. Assignments will be made based upon the ability to do the potential work competently and efficiently and distributed as equitably as practicable considering the amount of overtime already worked at the time the on-call assignment is being made. In the event an employee offered on-call status is not placed in that status, that employee will be charged with

the same number of overtime hours as the employee in the on-call status who worked the overtime. In addition, the time in the on-call status will be recorded in the overtime record in hours at the rate of two (2) hours for every eight (8) hours in on-call status.

- 69       The provisions of this Article shall not be construed as relieving any employee not designated as in an on-call status of their obligation when required by the University to return to work after completion of their assigned schedule of work. Furthermore, it is mutually agreed that refusal by an employee to return to work when so required is serious misconduct subject to disciplinary action.

#### ARTICLE XV

#### CALL BACK PAY

- 70       Whenever an employee who returns to work because of a call back to work after the employee has left the University premises upon completion of the employee's assigned schedule of work shall receive the overtime premium as set forth in Section A of Article XI for the time worked or a minimum of four (4) hours pay at the employee's hourly rate and shift premium, if applicable, whichever amount is greater. This shall not apply, however, to employees who are called in to begin work prior to the start of their shift and work continuously into their shift, provided the University permits the employee to work the employee's scheduled hours of work for that day. To the extent that an employee is paid the overtime premium pursuant to this Article, the employee shall not be paid an overtime premium under Section A of Article XI for the same time worked.

- 71       All time worked as a result of application of this Article shall be charged and maintained in the overtime record set forth in Section D of Article XI. In the event that pay results from time not worked as a result of application of this Article, two and seven tenths (2.7) hours shall be charged and maintained on the overtime record.

ARTICLE XVI  
SENIORITY DEFINITIONS AND  
LOSS OF SENIORITY  
SECTION A  
DEFINITIONS

72 For the purpose of this agreement the following definitions shall apply:

1. University seniority means length of continuous service with the University beginning with the latest date of hiring with the University and shall include periods of service outside the bargaining unit.

2. Classification seniority means length of continuous service in a classification beginning with the latest date of hiring or transfer into the classification, provided, however, when an employee remains in the employee's classification but is transferred to another seniority group as a result of the application of Article XX, as distinguished from a reallocation of the work force, the employee's classification seniority for purposes of further application of the Layoff Procedure shall date from the employee's transfer into the new seniority group.

3. "Length of continuous service" means uninterrupted employment but includes layoffs and other periods of absence authorized by and consistent with this agreement except as limited by Section B of this Article.

4. "Seniority group" means that grouping of employees assigned to work at the following locations:

- a. Plant Department, Ann Arbor
- b. University Hospital, Ann Arbor
- c. University Housing, Ann Arbor
- d. Flint Campus
- e. Dearborn Campus
- f. Each other location

73 Each of these locations shall be a separate seniority group.

74 An employee who is, or was in the past, promoted or transferred to any position with the University outside of the bargaining unit shall retain the classification seniority the employee had when the employee left the unit as long as the employee remains in the employment of the University. In the event such an employee is returned to the unit, the employee's placement in a classification in the unit shall be determined by the amount of classification seniority the employee had when the employee left the unit; provided, however, for the purposes of the Layoff Procedure set forth in Section A of Article XX, the employee who is returned to the unit shall have no classification seniority for the first three (3) months following return to the unit.

75 The University shall take into consideration the seniority of an employee in selecting a supervisor, but no employee must accept a supervisory position with the University.

## SECTION B

### LOSS OF SENIORITY

76 An employee shall lose his/her status as an employee and his/her seniority if:

1. The employee resigns or quits;
2. The employee is discharged or terminated (unless reversed through the grievance or arbitration procedures);
3. The employee retires;
4. The employee does not return to work from layoff within five (5) calendar days after being notified to return by certified or registered mail or by telegram addressed to the employee at the employee's last address filed with the University Personnel Office. An employee who changes address must notify the University of the change. The University will give the employee a receipt for this notice;

5. The employee has been on layoff for a period of time equal to the employee's classification seniority at the time of the employee's layoff or two (2) years, whichever is lesser; or
6. The employee is absent from work, including the failure to return to work at the expiration of a leave of absence, vacation, or disciplinary layoff, for three (3) consecutive working days without notifying the University, except when the failure to notify and work is due to circumstances beyond the control of the employee.

77

A grievance involving compliance with this Section shall begin at Step Two of the Grievance Procedure and may be processed through the Grievance and Arbitration Procedures only by an employee who has lost his/her status as an employee and his/her seniority, provided it is submitted in writing at Step Two of the Grievance Procedure within seventy-two (72) hours after facts have occurred giving rise to the employee's grievance.

#### ARTICLE XVII

#### SENIORITY LIST

78

The University shall prepare and maintain seniority lists by seniority group which shall show the names, classification title, and the University and classification seniority dates of all non-probationary employees. The Trades Board, chief steward, and stewards shall each be given one (1) copy of the list and notice of changes within two (2) working days of knowledge of the changes by the Personnel Office. The lists and any changes thereafter shall be deemed correct as to an employee's seniority dates unless the employee or the Trades Board notifies the University to the contrary in writing. The University may rely on the date it deems correct until such time as the question is resolved. The seniority lists and changes thereafter shall be posted by seniority group location.

## ARTICLE XVIII

### PROBATIONARY EMPLOYEES

- 79 An employee is a "probationary employee" for the employee's first ninety (90) calendar days of employment. Periods of absence from work shall not be counted towards completion of the probationary period. An individual who was hired for "temporary help" and who becomes an employee in the same department in which the employee was performing substantially the same work as temporary help for any continuous period immediately preceding the date the employee became an employee will have that continuous period counted towards completion of the employee's probationary period.
- 80 No matter concerning the discipline, layoff, or termination of a probationary employee shall be subject to the grievance and arbitration procedures. At the request of the Trades Board however, the University, through a designated representative, shall meet and discuss the termination of the probationary employee with an official of the Trades Board and the chief steward, provided the request is made within five (5) calendar days following the termination.
- 81 A probationary employee shall have no seniority, except University seniority, until the employee has completed his/her probationary period. Upon the completion of the employee's probationary period, the employee shall acquire classification seniority and be entered on the employee's seniority list with the classification seniority date as provided in Paragraph 72. An employee who has a continuous period of temporary employment counted towards completion of the employee's probationary period will acquire seniority from the date the employee began his/her continuous period of temporary employment.

## ARTICLE XIX

### JOB POSTING AND TRANSFER PROCEDURE

#### SECTION A

#### JOB POSTING

- 82 The University shall post all regular job openings within the bargaining unit for a period of five (5) calendar



days at all Bulletin Board locations set forth in Appendix C of this agreement.

- 83        The posting shall consist of, but not be limited to, the job classification title, pay grade, department, shift, and necessary qualifications for the position.

## SECTION B

### TRANSFER

- 84        Non-probationary employees, excluding apprentices, may apply for transfer to a regular job opening by submitting a bid form provided by the University.

- 85        The employee must complete the bid form and return it to the appropriate University Personnel Office within the posting period set forth in Section A of this Article.

- 86        When a regular job opening is filled, the most qualified person shall be selected. However, in the event that an employee who has bid on a regular job opening possesses qualifications equal to those of other applicants, such employee shall be given preference over the other applicants.

- 87        In the event two (2) or more employees who are equally qualified bid on the same regular job opening, the employee with the most classification seniority shall be given preference.

- 88        A grievance concerning compliance with this Article shall begin at Step Two of the grievance procedure provided the grievance is submitted in writing within five (5) calendar days following the day on which the employee had knowledge of the facts giving rise to the grievance; except when classification seniority is the determining selection factor, the selection cannot be grieved by an employee having less classification seniority than the employee selected.

## ARTICLE XX

### LAYOFF AND RECALL PROCEDURES

#### SECTION A

##### LAYOFF PROCEDURE

89        When an employee is to be laid off, the following procedures shall apply:

1. Layoff shall be by and from each classification within each seniority group;

2. Probationary employees in an affected classification within a seniority group shall be laid off first;

3. Then an employee with the least classification seniority who is an apprentice for the affected classification shall be laid off. This subparagraph shall apply to another such apprentice after not more than two (2) employees in an affected classification have been laid off as a result of application of subparagraph 4 below. Nothing in this step of the procedure is intended to preclude the University from laying off all such apprentices before applying subparagraph 4 below, nor shall it result in having less employees in the affected classification than apprentices for that classification;

4. Then the employee with the least classification seniority in an affected classification within the employee's seniority group shall be laid off, provided that the employees remaining in the classification have the ability to perform competently the work available.

5. The University may transfer an employee who is laid off or is to be laid off to another classification in the employee's seniority group or to any classification in another seniority group, but the employee shall have the option of electing the layoff rather than the transfer.

#### SECTION B

##### RECALL PROCEDURE

90        The reverse application of the layoff procedure shall be used when a seniority employee is to be recalled to work

from layoff or there is to be a return to a classification or seniority group from which the employee was transferred, conditioned upon the employee's ability to perform the work competently.

## SECTION C

### SENIORITY PREFERENCE

- 91 For the purpose of this Article, the chief steward, alternate chief steward, stewards, and alternate stewards shall have seniority preference over all the employees in their classification in their area of representation, conditioned upon ability to perform competently the work available.

## SECTION D

### LIABILITY

- 92 A grievance involving compliance with this Article shall begin at Step Two of the Grievance Procedure, provided it is submitted in writing at Step Two of the Grievance Procedure within seven (7) calendar days after facts have occurred giving rise to the grievance.

- 93 Liability of the University for failure to apply correctly any provision of this Article shall commence not earlier than the date of submitting the written grievance alleging such violation at Step Two of the Grievance Procedure. The University shall send notices of layoff or recall to the Trades Board, chief steward, and the steward representing the employee involved at least five (5) working days prior to the effective date of the layoff or recall.

## ARTICLE XXI

### OTHER TRANSFERS

- 94 When the work force is reallocated among seniority groups, as distinguished from a transfer to another seniority group as a result of the application of Article XX, the employee with the least classification seniority shall be

transferred, conditioned upon the employee's ability to perform the work competently.

## ARTICLE XXII

### SICKNESS OR INJURY DISABILITY INCOME

#### SECTION A

#### ELIGIBILITY

95       An employee shall be eligible to receive disability income in accordance with the provisions of this Article when the employee is unable to work because of a disability resulting from personal sickness or injury and providing the employee meets the requirements of Section F, except no disability income shall be payable for any disability which results or occurs as follows:

1. Intentionally self-inflicted;
2. Participating in any criminal act;
3. Participating in a riot or civil commotion;
4. Working for an employer other than the University;
5. During a layoff, leave of absence, or disciplinary layoff;
6. Following a termination date that was determined prior to occurrence of the disability; or
7. During a vacation, except when hospitalized or equivalent confinement.

96       In addition, after the first four (4) disability absences in the period between August 1, 1981 and July 31, 1982 the employee shall serve a waiting period before qualifying for disability income. This waiting period is defined as the first sixteen (16) hours [twenty (20) hours if assigned a ten (10) hour day, forty (40) hour per week schedule] of each disability absence. This waiting period shall not apply if the employee is hospitalized on the first day of the absence or directed to go home from work by the

University because of a job-related injury which occurs while at work.

- 97 Beginning on August 1, 1982, the same sixteen (16) or twenty (20) hour waiting period shall apply except that each employee who has had no (0), one (1), two (2), or three (3) disability absences in the preceding twelve (12) month period shall have four (4), three (3), two (2), or one (1) additional disability absences, respectively, added to the first four (4) disability absences before the waiting period begins.

## SECTION B

### HOURS OF DISABILITY INCOME PAYABLE

- 98 The number of hours of disability income payable to an eligible employee shall be based upon time lost from work, but in no case shall the number of hours payable exceed (1) the maximum set forth in Section C based upon the employee's University seniority at the time the employee's disability occurs, or (2) such maximum minus the number of hours paid in the immediately preceding twelve (12) consecutive month period, whichever number of hours is the lesser.
- 99 All hours of disability absence, whether or not paid, shall be recorded and, to the extent necessary to implement this Article, available on an individual basis to an employee and the Trades Board.

## SECTION C

### SCHEDULE OF MAXIMUMS

<u>University Seniority</u>	<u>Maximum Hours of Disability Income</u>
First Year	96
Over one through two years	192
Over two through three years	288
Over three through four years	384
Over four through five years	480

Over five through six years	576
Over six through seven years	672
Over seven through eight years	768
Over eight years	800

#### SECTION D

##### PART-TIME EMPLOYEE

100 A part-time employee normally scheduled to work twenty (20) or more hours per calendar week shall be eligible for disability income providing the employee meets the eligibility requirements of Section A, but the number of hours of disability income payable as provided in Sections B and C shall be on a basis dependent on the employee's normal schedule of hours which shall be directly proportionate to the maximum hours of disability income for which a full-time employee is eligible. An employee normally scheduled to work less than twenty (20) hours per calendar week shall not be eligible for disability income.

#### SECTION E

##### DETERMINATION OF DISABILITY INCOME

101 Except as otherwise limited by this Article, the amount of disability income payable to an eligible employee shall be determined by multiplying the number of hours, not to exceed eight (8) in a calendar day nor forty (40) in a calendar week, of time lost from work because of the disability times the employee's hourly rate at the time the disability occurs, plus shift premium, if applicable; provided, however, in any week in which an employee receives a loss of time Worker's Compensation benefit (including any dependency allowance), the amount of that benefit shall be subtracted from the amount of the disability income that would otherwise be payable.

## SECTION F

### NOTICE AND PROOF OF DISABILITY

- 102 No disability income shall be payable to an employee unless the employee's department head is notified of the nature of the disability and the probable duration thereof as soon as possible but in no event later than the beginning of the employee's shift, except when the failure to notify is due to circumstances beyond the control of the employee.
- 103 An employee returning to work may be required to certify on a form provided by the University the following:
1. The nature of the disability which prevented the employee from working, including time, dates, and circumstances and whether or not under the care of a physician;
  2. The amount of time lost from work in hours because of the disability;
  3. The name of the person to whom advance notice was given together with the time or the reason notice was not given.
- 104 Arbitrary failure or refusal to follow accepted medical practice in treating a disability shall be reason for discontinuing or withholding disability income.

## SECTION G

### SICK TIME CONFERENCE

- 105 Notwithstanding the provisions of this Article, it is understood that all employees have an obligation of regular and reasonable attendance as a condition of employment.
- 106 The University or the chief steward may request a Sick Time Conference with an employee, the employee's supervisor or department head (or equivalent level of supervision), a representative of the University Personnel Office and the chief steward to discuss the employee's sick time usage and ability to work. Although not limited to the following, information discussed shall be:

1. Time lost from work due to sickness or injury;
2. Physician's evaluation(s);
3. Number, frequency, cause, or legitimacy of absences due to personal sickness or injury;
4. Consequences of frequent and/or recurrent absences from work;
5. Ability of the employee to meet a regular schedule of work.

107        Following such a conference, the employee's supervisor or department head (or equivalent level of supervision) may require that the employee provide the University with a physician's statement which clearly indicates that the employee is unable to work due to personal illness or injury as a condition of eligibility for any further sickness or injury disability income. Further, the employee and the chief steward will be informed in writing of this requirement and the employee shall then be required to provide such evidence of disability for any absence due to personal illness or injury for the following 180 calendar day period, and such evidence must be provided to the employee's supervisor before the employee will be permitted to return to work.

## SECTION H

### PREVENTIVE MEDICAL AND DENTAL CARE APPOINTMENTS

108        An employee, at the discretion of the University, may be granted paid time off for preventive medical and dental care appointments, including post-operative examinations and care. In order to be considered for such paid time off, the employee must give his or her supervisor written notice at least five (5) calendar days prior to the appointment. The written notice shall include the time and day of the appointment, the name of the doctor, and the probable duration of the absence. A series of appointments may be included in the same notice. In the event that a doctor schedules a return appointment or post-operative examination or care which prevents giving the required notice, as much notice as possible based on the circumstances is required. Notwithstanding the fact that such an absence



is not the result of a disability within the meaning of this Article, the provisions of this Article shall apply.

## SECTION I

### DISCIPLINARY ACTION FOR ABUSE

- 109 It is understood that the Union does not condone any abuse of this Article and that an employee who violates any requirement of this Article shall be subject to disciplinary action for serious misconduct.

## SECTION J

### PHYSICIANS STATEMENTS/GENERAL CONDITIONS

- 110 Following an absence due to personal illness or injury and prior to return to active employment, the University may require a statement from the employee's physician releasing the employee to return to work.
- 111 If the University, at its option, decides to have an employee who is claiming disability income examined by a physician or physicians of its choosing, that examination will be without cost to the employee.
- 112 Following written notice to an employee and the Trades Board, and after discussion with the Trades Board, the employee, and the chief steward, statements from certain physicians will not be considered as evidence of disability under any provision of this Article.
- 113 Notwithstanding the provisions of Section G and in the event facts and circumstances indicate that an employee may not be eligible for sick pay as claimed, evidence of disability such as a physician's statement may be required. Such evidence of disability shall not be required of an individual employee for single occurrences of disability absence more than once in a twelve (12) consecutive month period unless a Sick Time Conference is held in accordance with Section G of this Article.

## ARTICLE XXIII

### HOLIDAYS

#### SECTION A

114 The following holidays will be observed on the calendar day on which each falls, except that a holiday falling on Sunday will be observed on the following Monday and a holiday falling on Saturday will be observed on the preceding Friday.

1. New Year's Day
2. Memorial Day
3. Independence Day
4. Labor Day
5. Thanksgiving Day
6. Day after Thanksgiving
7. Christmas Day

#### SECTION B

115 The holiday shall be the consecutive twenty-four (24) hour period starting with the employee's starting time on the calendar day on which the holiday is observed.

#### SECTION C

116 Each full-time employee, other than an employee on layoff or on any leave of absence, shall receive eight (8) hours pay at the employee's hourly rate plus shift premium, if applicable, for the holiday, provided the employee meets the following eligibility requirement:

117 The employee works the employee's last scheduled work day prior to and the employee's first scheduled work day following the holiday unless the employee's failure to work on either or both such days is excused because of (1) personal sickness or injury as provided in Article XXII or (2) other

extraordinary circumstances beyond the control of the employee which cannot be corrected in time for the employee to meet the employee's employment obligation.

#### SECTION D

- 118 Each part-time employee normally scheduled to work twenty (20) or more hours per calendar week other than an employee on layoff or on any leave of absence who meets the eligibility requirement set forth in Section C shall receive pay for the holiday determined by multiplying the employee's hourly rate plus shift premium, if applicable, times the employee's normal schedule of hours per calendar week divided by five (5). Those normally scheduled to work less than twenty (20) hours per calendar week shall not receive pay for the holiday.

#### SECTION E

- 119 In addition to the holiday pay as provided in Section C or D, an employee who works on the holiday will be paid for the time worked at one and one-half times the employee's hourly rate and shift premium, if applicable. To the extent that time worked is paid pursuant to this Section, it shall not be paid under Article XI for the same time worked.

#### SECTION F

- 120 An employee who fails to work on a holiday when assigned or called in shall not receive holiday pay as provided in Section C or D unless the employee's failure to work is excused because of (1) personal sickness or injury as provided in Article XXII or (2) other extraordinary circumstances beyond the control of the employee which cannot be corrected in time for the employee to meet the employee's employment obligation.

ARTICLE XXIV

CHRISTMAS/NEW YEAR SEASON DAYS

SECTION A

- 121 Between the days observed as the Christmas Day and New Year's Day holidays, as provided in Section A of Article XXIII, there shall be four (4) Christmas/New Year Season Days which may be designated on an individual basis.

SECTION B

- 122 Each Christmas/New Year Season Day shall be the consecutive twenty-four (24) hour period starting with the employee's starting time on the calendar day on which the Christmas/New Year Season Day is designated.

SECTION C

- 123 Each full-time employee, other than an employee on layoff or on any leave of absence, shall receive eight (8) hours pay at the employee's hourly rate plus shift premium, if applicable, for each Christmas/New Year Season Day for which the employee is not scheduled to work, provided the employee meets the following eligibility requirement:

The employee works the employee's last scheduled work day prior to and the first scheduled work day following the day observed as the Christmas Day and the New Year's Day holiday, respectively, unless the employee's failure to work on either or both such days is excused because of (1) personal sickness or injury as provided in Article XXII, or (2) other extraordinary circumstances beyond the control of the employee which cannot be corrected in time for the employee to meet the employment obligation. An employee who is late but finishes the employee's schedule of work, meets the eligibility requirement.

#### SECTION D

- 124 Each part-time employee normally scheduled to work twenty (20) or more hours per calendar week, other than an employee on layoff or on any leave of absence, who meets the eligibility requirement set forth in Section C shall receive pay for each Christmas/New Year Season Day for which the employee is not scheduled to work, determined by multiplying the employee's hourly rate plus shift premium, if applicable, times the employee's normal schedule of hours per calendar week divided by five (5). Those normally scheduled to work less than twenty (20) hours per calendar week shall not receive pay for the Christmas/New Year Season Days.

#### SECTION E

- 125 An employee who works on a Christmas/New Year Season Day will be paid for the time worked at the employee's hourly rate and shift premium, if applicable. In addition and for each Christmas/New Year Season Day the employee works, an equivalent amount of time shall be added to the employee's vacation accrual and thereafter shall be subject to the provisions of Article XXV.

#### SECTION F

- 126 An employee who fails to work on a Christmas/New Year Season Day on which the employee is scheduled to work shall not receive the pay as provided in Section C or D unless the employee's failure to work is excused because of (1) personal sickness or injury as provided in Article XXII or (2) other extraordinary circumstances beyond the control of the employee which cannot be corrected in time for the employee to meet the employment obligation.
- 127 When an employee is scheduled to work on a Christmas/New Year Season Day, the employee will be given at least four (4) calendar days' notice unless circumstances do not permit advance notice.

# ARTICLE XXV

## VACATIONS

### SECTION A

#### ACCRUAL

- 128 1. Except as provided in 2. and 3. of this Section, full-time employees accrue paid vacation time as follows:

<u>University Seniority</u>	<u>Rate of Accrual Per Calendar Month</u>
First five years	Eight hours
From five through eight years	Twelve hours
Over eight years	Sixteen hours

- 129 An increase in the rate of accrual shall be effective with the first calendar month following completion of the required years of University seniority.

- 130 2. During the calendar month in which a full-time employee starts or ends employment or starts or returns from any leave of absence, the employee shall accrue paid vacation time on a percentage basis of the rate of accrual in Section 1 depending upon the day of the calendar month on which the event occurs as follows:

<u>Day of Calendar Month</u>	<u>Start of Employment or Return from Leave of Absence</u>	<u>End of Employment or Start of Leave of Absence</u>
One through ten	100%	none
Eleven through twenty	50%	50%
Twenty-one through end	none	100%

- 131 3. Except as provided in 2. above, an employee shall not accrue any paid vacation time during any leave of absence or during any calendar month in which the employee is absent without pay for fifteen (15) or more work days. During any calendar month in which the employee is absent without pay for less than fifteen (15), but more than seven (7) work days, the employee shall accrue fifty percent (50%) of his Section 1 accrual.

132        4. Part-time employees normally scheduled to work twenty (20) or more hours per calendar week accrue paid vacation time on a basis which is directly proportionate to that accrued by full-time employees. Those normally scheduled to work less than twenty (20) hours per calendar week shall not accrue paid vacation time.

133        5. Paid vacation time accrues and is recorded at the end of each calendar month of employment.

134        6. No employee may accrue paid vacation time in excess of twenty-four (24) times his rate of accrual per calendar month.

#### SECTION B

#### ELIGIBILITY

135        No employee shall be eligible for paid vacation time or receive pay in lieu of vacation time before it accrues or before completion of the probationary period.

#### SECTION C

#### PAY IN LIEU OF VACATION TIME

136        An employee will receive pay in lieu of paid vacation (i.e., without taking actual time off from work) only after completion of the employee's probationary period and then only under the following circumstances:

1. Retirement; or
2. Start of a leave of absence; or
3. Termination, for whatever the reason;  
or
4. Death, in which case a survivor will be paid.

## SECTION D

### PAY FOR ACCRUED VACATION TIME

- 137 Pay for vacation time shall be at the employee's hourly rate at the time vacation is taken plus shift premium, if applicable, times the number of hours of accrued paid vacation time scheduled and used and shall be paid to the employee on the employee's regular pay day.
- 138 Pay in lieu of vacation time shall be at the employee's hourly rate at the time the event set forth in Section C occurs plus shift premium, if applicable, times the number of hours of accrued vacation time.

## SECTION E

### SCHEDULING OF PAID VACATION TIME

- 139 Paid vacation time shall be scheduled to meet the work requirements of the University on a departmental basis and by classification with due consideration given to an employee's wishes as to time and duration in accordance with the following procedure:
1. Each department will post any limitations concerning the scheduling of vacations, including the election to close down any or all of the operations of the department and schedule vacations during the close down period, providing notice of the close down period is given in writing at least ninety (90) days prior to the close down to the Trades Board, the chief steward, and the employees affected. At the employee's option, the employee may elect to be temporarily laid off rather than being scheduled on vacation.
  2. Employees will request vacations as early as possible but no later than thirty (30) calendar days prior to the date the vacation is to begin.
  3. Based upon these requests, the department will schedule vacations in order of preference by classification on the basis of classification seniority.
- 140 Vacations which are not scheduled in accordance with the above procedure may be granted by the University provided it is requested forty-eight (48) hours in advance by the employee; except when extraordinary circumstances beyond the



control of an employee cannot be corrected in time for the employee to meet his/her employment obligation, paid vacation time may be granted for the absence without the forty-eight (48) hours notice.

141 At the request of an employee, an absence covered by Article XXII may be charged against accrued vacation time after all payments under Article XXII have been exhausted.

142 If a day observed by the University as a holiday as provided in Article XXIII occurs during an employee's vacation, the employee shall, if otherwise eligible for it, receive holiday pay and will not have that time off charged against accrued vacation time.

#### ARTICLE XXVI

##### FUNERAL LEAVE PAY

143 In the event of the death of an employee's spouse or the son, daughter, parent, grandparent, brother, sister, grandchildren (or the spouse of any of them) of either the employee or the employee's spouse or of any other related person living in the employee's household, an employee who attends the funeral shall be granted time off work with pay [maximum of eight (8) hours a day at the employee's hourly rate plus shift premium, if applicable]. The amount of time off work with pay shall be only that which is required to attend the funeral and make necessary funeral arrangements, but in no event shall it exceed three (3) work days.

144 It is understood that when a death occurs on Friday and the funeral is on Monday, Tuesday shall be one of the days granted off work with pay if the employee needs the day to complete financial arrangements for the funeral because the intervening weekend and the funeral day prevented completion of financial arrangements until Tuesday.

145 In the event an employee is on vacation, the provisions of this Article nevertheless apply.

## ARTICLE XXVII

### JURY AND WITNESS SERVICE

146       An employee who loses time from work during the employee's normal schedule of work because of jury duty service or to testify pursuant to a subpoena shall be paid for such time lost at the employee's hourly rate plus shift premium, if applicable. Jury duty and witness fees shall be offset against such pay. Except as otherwise provided in this agreement, such jury duty and witness service shall be considered time worked. The employee shall furnish the University a written statement from the court showing the days and time of jury duty or witness service and the amount of jury duty or witness fees the employee was eligible to receive for each day.

## ARTICLE XXVIII

### ANNUAL MILITARY DUTY

147       An employee who is a member of the armed forces reserve or National Guard and who loses time from work during the employee's normal schedule of work to participate in annual military training or for service required as result of a civil disorder or other temporary emergency shall be granted an excused absence from work not to exceed fifteen (15) work days in any one calendar year. Such an employee will be paid for the time lost at the employee's hourly rate plus shift premium, if applicable. Armed forces reserve or National Guard base pay shall be offset against such pay. Except as otherwise provided in this agreement, such service shall be considered time worked. The employee shall furnish the University with written evidence of service and the amount of base pay the employee was eligible to receive. If an employee receives vacation pay during a period of training or service, the employee shall not be eligible for the pay provided by this Article for that period of time for which the employee received vacation pay.

## ARTICLE XXIX

### LEAVES OF ABSENCE

#### SECTION A

##### MEDICAL

148       A non-probationary employee who (1) is unable to work because of personal sickness or injury and (2) has exhausted disability payments under Article XXII and vacation payments under Article XXV shall be granted a leave of absence without pay upon furnishing evidence of disability satisfactory to the University; provided, however, if frequent, short duration absences resulting from sickness or injury recur to the extent that the employee's attendance is no longer regular, the employee may be placed on a Medical Leave of Absence before disability payments are exhausted if it is medically determined that following such a leave the employee would be able to meet the employment obligation of regular attendance. Prior to making a decision involving this proviso, the University will discuss the matter with the employee, the chief steward, and a representative of the Trades Board.

149       The leave of absence shall be for the period of continuing disability but not to exceed six (6) months unless extended by the University. In no case, however, shall a leave and extension exceed two (2) years or the employee's University seniority, whichever period of time is the lesser. The leave of absence may be terminated at any time if the employee fails to receive appropriate medical treatment or furnish satisfactory evidence of continuing disability.

#### SECTION B

##### DISABILITY

150       Subject to and consistent with the University Disability Plan as provided for in Article XXXIII, an employee who qualifies for disability benefits will be granted a leave of absence for an indefinite period.

## SECTION C

### PERSONAL

- 151        A non-probationary employee may be granted, in the discretion of the University, a leave of absence without pay for a period not to exceed six (6) months. The leave may be extended for additional periods, but in no case shall a leave and extensions exceed one (1) year.

## SECTION D

### MILITARY

- 152        An employee entering the Military service as (1) an inductee through the Selective Service System or (2) a voluntary enlistee while having a 1-A Selective Service classification or (3) a member of the Armed Forces Reserve or National Guard, either pursuant to an order or call to active duty or active duty for training or by volunteering during a period of national emergency, shall be granted a leave of absence without pay for the period of active duty or active duty for training not to exceed four (4) years plus additional time imposed by law and the period in which reinstatement must be requested as set forth in Paragraph 159 and the time required for placement.

## SECTION E

### CHILDCARE

- 153        Following the birth of an employee's child or following the adoption of a child under age six (6), an employee with seniority, upon written request, shall be granted a leave of absence without pay for not more than six (6) months. The leave may be extended for additional periods, but in no case shall a leave and extensions exceed one (1) year.

## SECTION F

### TRADES BOARD AND AFFILIATED LOCALS

- 154 A non-probationary employee who is elected or appointed to a full-time office on the Trades Board or one of its Affiliated Locals, upon written request of the Trades Board, shall be granted a leave of absence without pay for not more than one (1) year. Upon written request of the Trades Board, the leave will be extended for additional periods of not more than one (1) year at any one time.

## SECTION G

### RETURN TO ACTIVE EMPLOYMENT

- 155 Return to active employment prior to the expiration of any leave of absence or any extension shall be at the option of the University.
- 156 An employee in order to be eligible to return to active employment from a medical leave of absence must provide, at least seven (7) calendar days prior to the end of the leave, a statement from the employee's physician releasing the employee to return to work.
- 157 The University, at its option and without cost to the employee, may require that a physician or physicians of its choosing examine the employee before returning the employee to active employment from any leave.
- 158 An employee returning from a leave of absence will be placed in the employee's former classification unless circumstances have so changed as to make it impossible or unreasonable to do so.
- 159 In addition and in order to be eligible to return to active employment, an employee returning from a military leave of absence must have an honorable discharge or certificate of honorable service and apply for reinstatement within ninety (90) days after release from duty.

SECTION H  
GENERAL CONDITIONS

- 160 During a leave of absence, an employee will not accrue vacation nor be eligible for any payments for time off work provided by this agreement.
- 161 Subject to and consistent with the Group Health Insurance Plan, coverage may be continued during a leave of absence provided direct payment of the total premium is made through and as prescribed by the University, except as provided by the University Disability Plan.
- 162 Subject to and consistent with the Group Life Insurance Plan, coverage may be continued during a leave of absence provided direct payment of the employee's portion of the premium is made through and as prescribed by the University, except as provided by the University Disability Plan.
- 163 During a leave of absence, both the University's and the employee's contributions to the Retirement Plan are discontinued, except as provided by the University Disability Plan; provided, however, that subject to and consistent with the Retirement Plan, an employee on a leave of absence may continue active participation by making direct payment of any amount to the University in the manner prescribed by the University.
- 164 Unless otherwise specifically provided for by this agreement, seniority shall accumulate during a leave of absence and extensions, except that seniority shall accumulate only for the first thirty (30) days of a personal leave of absence and shall be retained thereafter.
- 165 Any employee who obtains a leave of absence under false pretense or uses the leave for purposes other than for which it was obtained shall be subject to immediate discharge.

ARTICLE XXX  
GROUP LIFE INSURANCE

- 166 The Group Life Insurance Plan shall be as provided by the University. It may be amended, but not eliminated, by the University, except that the following, consistent with

the term of the Plan, shall not be changed during the term of this agreement:

Amount of Insurance Monthly Employee  
Contribution For Full-Time Employees, Both in  
Accordance with the Following Age Brackets:

<u>Hourly Rate</u>	<u>Up to but not including age 30</u>		<u>Age 30 to 39 Inclusive</u>		<u>Age 40 to 49 Inclusive</u>		<u>Age 50 to 64 Inclusive</u>	
\$4.57 but less than \$5.53	33,000	3.30	33,000	4.95	28,000	8.40	22,000	8.80
\$5.53 but less than \$6.49	39,000	3.90	39,000	5.85	33,000	9.90	26,000	10.40
\$6.49 but less than \$7.93	48,000	4.80	48,000	7.20	40,000	12.00	32,000	12.80
\$7.93 but less than \$9.37	57,000	5.70	57,000	8.55	48,000	14.40	38,000	15.20
\$9.37 but less than \$10.82	66,000	6.60	66,000	9.90	55,000	16.50	44,000	17.60

167 From age 65 to 70, a full-time employee's amount of insurance reduces gradually to \$2,000.00 in accordance with the Insurance Plan.

168 In the event of any amendment that affects employees in the bargaining unit, the Trades Board and chief steward will be notified at least thirty (30) days prior to the effective date of the amendment. No matter concerning the Group Life Insurance Plan shall be subject to the Grievance and Arbitration Procedures of this agreement, except for questions concerning compliance with the specific provisions of the Article and whether or not an employee has coverage in accordance with the terms of the Plan.

# ARTICLE XXXI

## HEALTH INSURANCE

### SECTION A

#### HEALTH INSURANCE PLAN

169       The Group Health Insurance Plan shall be as provided by the University. It may be amended, but not eliminated, by the University. In the event of any amendment that affects employees in the bargaining unit, the Trades Board and the chief steward will be notified at least thirty (30) days prior to the effective date of the amendment. The University agrees to maintain during the term of this agreement a contribution level of up to not less than eighty-three percent (83%) of the cost of full family premium for Michigan Blue Cross-Blue Shield for the coverage selected by each employee; provided, however, that beginning with the next increase in premium for Michigan Blue Cross-Blue Shield, the contribution level shall be up to not less than eighty-three percent (83%) of the cost of full family premium for Michigan Blue Cross-Blue Shield and TIAA Major Medical for the coverage selected by each employee. In addition, and if the University increases its monthly contribution for University employees not represented by a union, the University will increase its contributions for employees in this bargaining unit in the same manner and to the same extent. No matter concerning the Group Health Insurance Plan shall be subject to the Grievance and Arbitration Procedures, except for questions concerning compliance with the specific provisions of this Article and whether or not the employee has coverage in accordance with the terms of the Plan.

170       If, during the term of this agreement, a federal or state law is enacted which requires the payment of taxes or premiums to either the federal or state government or another entity for hospital or medical benefits for employees, the University may make such adjustments in the schedules of benefits provided by this Article to avoid duplication of benefits. In addition, any such taxes or premiums paid by the University shall be included in the total dollar limitation provided in this Article.



## SECTION B

### PRESCRIPTION DRUG RIDER

- 171 During the term of this agreement the University agrees to provide and maintain a two dollar (\$2.00) co-pay prescription drug rider to begin on or before November 1, 1981, that is no less than the Michigan Blue Cross-Blue Shield Plan.

## SECTION C

### GROUP DENTAL ASSISTANCE PLAN

- 172 The "Group Dental Assistance Plan" shall be as provided by the University. During the term of this agreement, no less than the United Benefit Life Insurance Company schedule of dental benefits in effect at the execution date of this agreement will be provided and maintained. In the event of any changes in the benefits, the Union will be notified prior to the effective date of the change.

## ARTICLE XXXII

### TRAVEL ACCIDENT INSURANCE

- 173 The Travel Accident Insurance Plan shall be as provided by the University. It may be amended, but not eliminated, by the University, except that the following, without cost to an employee and consistent with the terms of the Plan, shall not be changed during the term of this agreement:

1. The amount of the principal sum of insurance for full-time employees shall be \$50,000, or five (5) times hourly rate times 2080, whichever is more, except as the amount may be reduced proportionately by a catastrophic accident.
2. The principal sum will be paid for loss of life or any two members (hand, foot, or sight of one eye).

3. One-half the principal sum for loss of any one member.
4. Disability benefits.

174 In the event of any amendment that affects employees in the bargaining unit, the Trades Board and chief steward will be notified at least thirty (30) days prior to the effective date of the amendment. No matter concerning the Travel Accident Insurance Plan shall be subject to the Grievance and Arbitration Procedures, except for questions concerning compliance with the specific provisions of this Article.

#### ARTICLE XXXIII

##### DISABILITY PLAN

175 The Disability Plan shall be as provided by the University. It may be amended, but not eliminated, by the University, except that the following, without cost to an employee and consistent with the terms of the plan, shall not be changed during the term of this agreement:

1. An eligible full-time employee shall receive a disability income which shall be 50% of his monthly base income (hourly rate times 2080 divided by twelve (12) or \$1,200.00 per month, whichever amount is less).
2. In the event that cash benefits are received from other sources as set forth in the plan, the disability income set forth in 1. above shall be adjusted so that the combination of disability income and cash benefits from other sources shall not exceed 75% of the employee's monthly base income.
3. For each month that a disability income is received, Retirement Plan, Group Life Insurance, and Health Insurance Plan contributions shall be made by the University as provided in the Disability Plan.

176 In the event of any amendment that affects employees in the bargaining unit, the Trades Board and chief steward will be notified at least thirty (30) days prior to the effective

date of the amendment. No matter concerning the Disability Plan shall be subject to the Grievance and Arbitration Procedures, except for questions concerning compliance with the specific provisions of this Article.

#### ARTICLE XXXIV

##### RETIREMENT PLAN

177 The retirement program shall be as provided by the University. It is understood that the retirement plan may be amended, except that the following, consistent with the terms of the Teacher's Insurance Annuity Association and College Retirement Equity Fund (TIAACREF) retirement plan shall not be changed during the term of this agreement.

1. The University will contribute an amount equal to ten percent (10%) of an employee's earnings each month and the employee will contribute an amount equal to five percent (5%) of the employee's earnings each month, or
2. At the option of the employee, age thirty-five (35) or older, the University will contribute an amount equal to five percent (5%) of an employee's Social Security base earnings each month and the employee will not contribute. When earnings are in excess of the Social Security base, 1. above shall apply.

178 In the event of any amendment that affects employees in the bargaining unit, the Trades Board will be notified prior to the effective date of the amendment. No matter concerning the retirement program shall be subject to the Grievance and Arbitration Procedures except for questions concerning the specific provisions of this Article.

ARTICLE XXXV

LONGEVITY PAY

SECTION A

ELIGIBILITY

- 179 An employee will be eligible for annual longevity pay in accordance with Section B of this Article if (1) he received pay as an employee in the calendar year preceding the year of payment and (2) except as provided in Section D, he is still an employee on October 1st in the year of payment.

SECTION B

SCHEDULE OF PAYMENTS

- 180 Longevity pay shall be based on seniority as of October 1, in the year of payment and shall be computed as a percentage of Form W-2 gross earnings, for the calendar year preceding the year of payment, but not to exceed the first \$9,000 in 1980 and \$9,500 in 1981, in accordance with the following schedule:

<u>Seniority</u>	<u>Percentage of Form W-2 Gross Earnings not to Exceed \$9,000 in 1980 and \$9,500 in 1981</u>
6 or more, but less than 10 years	2%
10 or more, but less than 14 years	3%
14 or more, but less than 18 years	4%
18 or more, but less than 22 years	5%
22 or more, but less than 26 years	6%
26 or more years	8%

## SECTION C

### PAYMENT DATE

- 181 Longevity pay to an eligible employee shall be paid no later than November 1st in the year of payment.

## SECTION D

### RETIREMENT OR DEATH

182

If an eligible employee retires or dies, the employee or a survivor, as the case may be, shall nevertheless be entitled to the longevity pay based on the employee's seniority at the time of retirement or death. Such longevity pay shall be prorated on the basis of completed calendar months of service from the preceding October 1st to the date of retirement or death.

## ARTICLE XXXVI

### TUITION REFUND PROGRAM

#### SECTION A

#### ELIGIBILITY

- 183 A full-time employee will be eligible to receive a tuition refund as provided in Section B of this Article if (1) the employee has more than six months seniority at the time of enrollment in an educational course approved by the University at, or through, an educational or training institution approved by the University and (2) the employee has successfully completed the educational course and (3) the employee was on the active employment rolls throughout this entire period. Approvals must be authorized prior to enrollment. "Successful completion" means a final transcript grade of "C" or better for credit courses ("B" or better on a graduate level) or a certificate of satisfactory completion for a non-credit course.

- 184 An "educational course", within the meaning of this Article, is one which either (1) is job-related or (2) prepares the employee to enroll in one that is job-related. It does not include courses in professional programs or

beyond the master's degree level. The term "job-related" includes preparation for potential promotion as well as improvement in currently utilized skills and knowledge.

#### SECTION B

##### AMOUNT OF REFUND

- 185 An eligible employee will receive a tuition refund of not more than seventy-five percent (75%) or two hundred dollars (\$200.00) per term, whichever amount is less for the cost of tuition paid by the employee. In no case shall an employee receive a tuition refund in excess of four hundred dollars (\$400.00) for courses taken in any twelve (12) month period. For the purpose of this Section, the word "term", when applied to a correspondence course or a course where the student proceeds at the student's own pace, means at the completion of the course, regardless of time. If the University increases the tuition refund amounts for University employees not represented by a union, the University will increase the amounts for employees in this bargaining unit in the same manner and to the same extent.

#### SECTION C

- 186 Educational courses under this program are to be taken during non-working hours.

#### ARTICLE XXXVII

##### SAFETY

##### SECTION A

- 187 The University shall continue to provide for the safety of employees during the hours of their employment. In the event that an employee has a grievance concerning this provision the employee should use the grievance procedure as soon as possible. The University also will receive and consider written recommendations with respect to unsafe conditions or other safety ideas from any employee or the Trades Board.
- 188 A Safety Committee of University and Trades Board representatives shall meet once a month for a regularly scheduled meeting to discuss unsafe conditions and safety ideas. At least one calendar week prior to the meeting, the University and/or the Trades Board shall submit an agenda of

matters to be discussed to the other party. If no such agenda is submitted, there shall be no meeting. Representatives of the Trades Board not to exceed five (5), who have been designated as regular members of the Safety Committee shall not suffer loss of time or pay when absent from their assigned schedule of work while attending a meeting. The University and the Trades Board shall exchange a list of its regular members. The other party shall be notified promptly in writing of any changes in its members. In addition a reasonable number of non-employee representatives of the Trades Board may attend these meetings.

189 Whenever an employee alleges that an unsafe condition exists on a work assignment to which he has been assigned, and the unsafe condition could cause serious physical harm or disabling illness or injury, the employee shall immediately contact his supervisor. If the supervisor agrees that an unsafe condition exists, the supervisor will reassign the employee to other work until the unsafe condition is corrected. If correction is not made by the supervisor, or if the supervisor is not certain of the seriousness of the condition, the supervisor will contact the department head (or equivalent level of supervision) who will, if facts and circumstances warrant, contact the Department of Environmental Health and Safety for investigation and determination of what action, if any, is necessary to correct the unsafe condition. Until the department head (or equivalent level of supervision) has reviewed the alleged unsafe condition, the employee will be reassigned to other work or, in the alternative, not be required to proceed with the work assignment. In the event that the department head (or equivalent level of supervision) disagrees with the employee's allegation and after explanation to the employee, the employee may immediately request the chief steward who may immediately file a grievance at Step Two of the Grievance Procedure. Such a grievance hearing will be scheduled as promptly as reasonably practicable, but in no event later than the next work day. Should an investigation by the Department of Environmental Health and Safety be deemed necessary in accordance with the above procedure, the employee will not be required to proceed with the work assignment until such investigation and determination is completed.

## SECTION B

190 An employee who is injured during the employee's hours of employment shall report the injury to the employee's immediate supervisor as soon as practicable. If the injury

is to the extent of doctor's or hospital care, arrangements will be made by the University to provide transportation to University Hospital, if practicable, otherwise to another medical facility. The injured employee shall be paid at the employee's hourly rate of pay, plus shift premium, if applicable for the time lost from work, provided the employee returns to work and finishes out the employee's shift following treatment, unless on doctor's orders the employee is told not to return to work, in which case the employee's pay shall cease on completion of treatment. In no event, however, shall the employee be paid for time beyond the quitting time of the employee's scheduled shift or for any overtime hours.

## ARTICLE XXXVIII

### DISCIPLINE

#### SECTION A

- 191 The University shall not discharge or take other disciplinary action without just cause. Following the determination of just cause, such disciplinary action taken shall not be arbitrary nor shall it be excessive in relation to the offense.

#### SECTION B

- 192 In taking disciplinary action, the University shall not take into account any prior incidents which occurred more than two (2) years previously.

#### SECTION C

- 193 When an employee is suspended and ordered to leave work for disciplinary reasons, the Trades Board, and the chief steward, or in the chief steward's absence, the alternate chief steward, shall be notified by the University and, without loss of time or pay, the chief steward or the alternate chief steward will be afforded the opportunity to consult privately with the employee for a reasonable period of time at a place provided by the University before the employee leaves the University premises; provided, however, that if the immediate removal of the employee from University



premises is necessary, such opportunity to consult need not be afforded. In such a case the University within the shift shall notify the Trades Board and the chief steward, or alternate chief steward, of the incident.

194 In addition and thereafter the chief steward or the alternate chief steward may discuss the situation with other employees, one at a time, in possession of relevant facts.

195 In the event that an employee is suspended from employment pending a decision as to the extent of the disciplinary action to be taken, if any, the suspension will be no longer than is necessary to gather sufficient facts to make a decision. In the event a suspension lasts for fourteen (14) or more calendar days and a decision has not been made, the Trades Board may request a meeting to discuss the employee's status. If at that meeting the Trades Board requests a decision, the University will convene a disciplinary review conference within the next two (2) calendar days based on the information available to the University at the time.

#### SECTION D

196 The University shall notify the Trades Board and chief steward prior to discharging an employee. Thereafter, and prior to final decision by the University, the Trades Board shall have the opportunity to have a disciplinary review conference with the University to discuss the incident and disciplinary action to be taken, provided such review is requested within two (2) calendar days after notification by the University of such proposed action.

197 The University shall give the Trades Board and chief steward written notification of any disciplinary action taken which involves a disciplinary layoff or discharge, including a copy of any written notification to the employee and letters of reprimand and disciplinary layoff, if any, involved in the decision, within five (5) calendar days after the action is taken.

198 In the event a disciplinary layoff is contemplated, the University may at its option notify the chief steward and, upon request of the chief steward, a disciplinary review conference may be held with the chief steward, employee, employee's supervisor or department head and a representative of the Personnel Office prior to final decision by the University, provided the review is requested on the same day that notice was given the chief steward.

199        The review shall be held within two (2) calendar days after request by the Trades Board and chief steward. The employee and the employee's supervisor, the employee's steward and chief steward and a reasonable number of non-employee officials of the Trades Board will be at the review, unless this requirement would not permit the review to be held within the two (2) calendar day period because of the unavailability of the employee or the absence from work of the supervisor, provided however, the University and Trades Board may arrange for another mutually agreeable time. In addition, the employee, the employee's steward and the chief steward who lose time from the assigned schedule of work while attending such a review, shall not suffer loss of time or pay provided permission is received from the employee's supervisor to leave work and the employee reports back to the supervisor when the review has been completed. In addition to the employee's supervisor, the University will have the employee's department head (or equivalent level of supervision) and a representative of the Personnel Office present at the review.

#### SECTION E

200        A grievance which (1) concerns a disciplinary layoff or discharge of a non-probationary employee, and (2) alleges that no just cause in fact existed, or that the disciplinary action was taken arbitrarily and/or was excessive, may be processed through the Grievance and Arbitration Procedures provided it is submitted in writing at Step 2 within the chief steward's next three work days following the day of notification to the chief steward of the disciplinary action. Failure to submit a written grievance within that time period shall constitute a waiver of all claims concerning such disciplinary layoff or discharge.

#### SECTION F

201        If any grievance alleging a violation of this Article should be taken to Arbitration, the arbitrator's authority shall be limited to the fact question of whether there was just cause and as follows:

1. If the arbitrator finds there was just cause, the arbitrator may modify the disciplinary action taken only if it was

- (a) taken arbitrarily and/or
  - (b) excessive; otherwise the arbitrator must affirm it.
2. If the arbitrator finds there was no just cause, the arbitrator shall nullify the disciplinary action taken.

#### ARTICLE XXXIX

#### TRADES BOARD AND UNIVERSITY REPRESENTATION

#### SECTION A

#### TRADES BOARD REPRESENTATION

202 For the purpose of the grievance procedure, and where otherwise provided in this agreement, employees shall be represented by the Trades Board as follows:

- 1. There may be one steward and one alternate steward for each of the following facilities or geographic areas:
  - a. University Housing, except North Campus Housing, Ann Arbor
  - b. North Campus Housing, Ann Arbor
  - c. Dearborn Campus
  - d. Flint Campus
- 2. For the Plant Department, Ann Arbor, there may be one steward and one alternate steward for each combination of classifications as set forth in Appendix B.
- 3. For University Hospital, Ann Arbor, there may be one steward and one alternate steward for each combination of classifications as set forth in Appendix B.
- 4. There may be one chief steward and an alternate chief steward who may also function as a steward or alternate steward,

as the case may be and as provided in subparagraphs 1, 2, and 3 above.

5. In addition to the paid release time provided for in Article XXXVIII, Discipline, Article XL, Grievance Procedure, Article III, Conferences, and Article XXII, Sickness or Injury Disability Income, the chief steward shall be granted up to sixteen (16) hours per week paid release time for the purpose of preparing for scheduled joint meetings with the University, arbitration and other business of the Trades Board which is directly related to the administration of the agreement. All such time off shall be scheduled at least two (2) days in advance with the approval of the chief steward's supervisor.

203 Each steward, each alternate steward, the chief steward and the alternate chief steward shall be a non-probationary employee working in the facility he/she represents, except that one of the Plant Department Stewards may be designated to represent employees working in other Ann Arbor locations exclusive of those set forth in subparagraphs 1, 2, and 3 above. The chief steward shall furnish the University with the names of the stewards, alternate stewards, the chief steward and the alternate chief steward and shall report promptly any change to the University. The University shall not recognize any employee as steward, alternate steward, chief steward or alternate chief steward without this notification. The alternate steward shall only represent an aggrieved employee when the steward is absent from work. The alternate chief steward shall only represent an employee when the chief steward is absent from work.

204 When a steward has a grievance, the steward shall be represented by the chief steward. When the chief steward has a grievance, the chief steward shall be represented by the alternate chief steward.

205 A pager, type and kind to be determined by the University, will be provided for a chief steward whose work assignment makes University contact by telephone difficult. It is understood that the use and conditions regarding the use of the pager will be determined by the University. Such use will include contacting the chief steward for the Trades Board.

## SECTION B

### UNIVERSITY REPRESENTATION

206

The University will be represented in the grievance procedure as follows:

1. The department head, or equivalent level of supervision, (or his/her designated representative) of the aggrieved employee and at the option of the department head, the aggrieved employee's immediate supervisor.
2. The University Review Committee.

207

The University shall furnish the Trades Board and the chief steward with a list of its department heads, or equivalent level of supervision, their office location and phone number and the members of its Review Committee. Any changes in the list shall be reported promptly to the Trades Board and chief steward in writing.

## ARTICLE XL

### GRIEVANCE PROCEDURE

#### SECTION A

#### EMPLOYEE GRIEVANCE

208

A grievance is defined as a disagreement, arising under and during the term of this agreement, between the University and any employee concerning (1) the employee's employment and (2) the interpretation and application of the provisions of this agreement. Such a grievance may be submitted only by the aggrieved employee in accordance with the procedure set forth in Section D, except that the chief steward, or the alternate chief steward in the chief steward's absence, may submit a grievance on behalf of an aggrieved employee, beginning at Step Two of the Grievance Procedure, provided the grievance is submitted within the fifteen (15) calendar day period following the day on which the aggrieved employee had knowledge of the facts giving rise to the employee's grievance and the aggrieved employee refused to process his/her grievance. Such a grievance by the chief steward, or the alternate chief steward in the chief steward's absence, in addition to the requirements of Paragraph 227, must set

forth the reasons the employee refuses to process his/her grievance.

## SECTION B

### GROUP GRIEVANCES

- 209 In the event that employees have a group grievance, it will be submitted by one employee or their steward or chief steward on behalf of all names and similarly affected employees. A group grievance shall be only one in which the fact questions and the provisions of the agreement alleged to be violated are the same as they relate to each and every employee in the group.

## SECTION C

### TRADES BOARD GRIEVANCES

- 210 A Trades Board grievance is defined as a disagreement, other than one which can be processed under Section A or B above, arising under and during the term of this agreement, between the University and the Trades Board concerning the interpretation and application of the provisions of the agreement on a question which is not an employee grievance.
- 211 In the event that the Trades Board has a grievance, it shall begin at Step Two of the grievance procedure, provided the grievance is submitted within the fifteen (15) calendar day period following the day on which the Trades Board had knowledge of the facts giving rise to the grievance. Such a grievance shall be submitted by the chief steward, or the alternate chief steward in the chief steward's absence, on behalf of the Trades Board.

## SECTION D

### PROCEDURE

- 212 The following grievance procedure shall be the sole and exclusive means for resolving grievances:

### Step One - Oral Presentation

- 213 An aggrieved employee, promptly, but in no event later than fifteen (15) calendar days after the employee had knowledge of the facts giving rise to the employee's grievance, shall notify the employee's supervisor that he/she has a grievance.
- 214 Thereafter, the employee's supervisor or department head (or equivalent level of supervision) shall set a place and time during working hours, or at the end of the shift if mutually convenient, within the next five (5) calendar day period for a conference to discuss the grievance with the aggrieved employee and the employee's steward who shall represent the employee in the conference.
- 215 The supervisor or department head (or equivalent level of supervision) shall make arrangements for the steward to be excused from work for the conference. Before the conference to discuss the grievance, the steward, at the steward's request, shall have the opportunity to discuss the grievance with the employee and with other employees in the steward's area of representation, one at a time, in possession of facts relevant to the grievance for a reasonable period of time at a place provided by the supervisor or department head (or equivalent level of supervision). In the event that employees not within the steward's area of representation are in possession of facts relevant to the grievance, the steward may request, and the supervisor or department head (or equivalent level of supervision) may grant, the opportunity to discuss the grievance with such employees for a reasonable period of time at a place provided by the supervisor or department head (or equivalent level of supervision).

### Step Two - Written

- 216 If the aggrieved employee does not receive a satisfactory oral answer, or if the employee does not receive any answer, at Step One within three (3) mutual working days following the day of the oral presentation, the chief steward may reduce the grievance to writing and submit it to the University Review Committee for written answer, provided the chief steward submits it within the fifteen (15) calendar day period following the day on which the employee had knowledge of the facts giving rise to the employee's grievance.
- 217 In reducing his/her grievance to writing, the employee shall request his/her supervisor to call the chief steward. In such a case, the chief steward shall be called during that shift or not later than the end of the employee's next shift

and arrangements made for a place and time either during the shift, or at the end of the shift if mutually convenient, to reduce the grievance to writing.

218 The grievance shall be dated and signed by the aggrieved employee and shall set forth the name of the steward, the facts, including dates and provisions of the agreement that are alleged to have been violated, and the remedy desired.

219 The grievance shall not be considered submitted until the written grievance is received by the University Review Committee at a place designated by the University. At the time the grievance is received it shall be dated and a copy returned to the chief steward.

220 Upon receipt of the written grievance, the University Review Committee shall set a place and time during working hours, or outside of working hours, if mutually convenient, within the next seven (7) calendar day period for a hearing of the grievance with the aggrieved employee, the chief steward, the employee's steward and a reasonable number of non-employee officials of the Trades Board.

221 In such a case, the University Review Committee shall make arrangements for the employee, the chief steward and the employee's steward to be excused from work for the oral presentation. Before the hearing of the grievance, the chief steward, at the chief steward's request, shall have the opportunity to discuss the grievance with the employee and with other employees, one at a time, in possession of facts relevant to the grievance, for a reasonable period of time at a place provided by the University Review Committee. However, if the chief steward has used the opportunity provided in Section B of Article XXXVIII prior to submitting the grievance, no additional discussion need be provided.

222 The written answer will be issued within thirty (30) calendar days following the date of the Step Two hearing.

#### SECTION E

#### INVESTIGATION BY NON-EMPLOYEE TRADES BOARD OFFICIALS

223 Upon request to the University Review Committee, two (2) non-employee officials of the Trades Board who will represent an employee in the grievance or arbitration



procedures, may visit the University for the purpose of preparing the case for presentation.

224 During such a visit the representatives may view any area relevant to the grievance with the chief steward and the aggrieved employee. A representative of the University, at its option, may accompany the parties. In addition, the representatives and the chief steward may privately interview employees, one at a time, in possession of facts relevant to the grievance. The interviews shall be held at a place provided by the University and for a reasonable period of time.

225 During any such visit, the representatives shall not in any way interfere with the orderly and efficient operation of the University.

## SECTION F

### PAY, TIME LIMITS, AND ADJUSTMENT

226 An employee who loses time from his/her assigned schedule of work in the manner provided for in this Article shall do so without loss of time or pay.

227 A steward, alternate steward, chief steward, or alternate chief steward will be granted a necessary and reasonable amount of time off from his/her assigned schedule of work, without loss of time or pay, while directly involved in the manner provided at the appropriate Step of the grievance procedure for the following activities:

1. reducing the grievance to writing,
2. discussion of grievance with the employee and other employees, or
3. hearings.

228 Such Trades Board representatives and other employees shall receive permission from their immediate supervisor to leave their work, but must report back to their immediate supervisor when their part in the grievance handling has been completed.

229 If the aggrieved employee does not submit his/her grievance to Step Two of the grievance procedure within the

prescribed time limit, the employee's grievance shall be considered settled on the basis of the University's answer at Step One, except the University Review Committee may extend the time limit for submission to Step Two, providing the extension is requested by the aggrieved employee or the Trades Board before the time limit ends.

- 230 The Trades Board, the aggrieved employee, the employee's steward, the employee's alternate chief steward and the employee's chief steward shall all receive a copy of all written answers.

## SECTION G

### LIABILITY

- 231 Except as otherwise specifically provided or limited, the University shall not be liable on a grievance claiming back wages or other financial reimbursement for any of the following periods:

1. The period between the first date offered for discussion of a grievance by the University at Step Two and the date when the Trades Board is first available for discussion, when the first date offered by the University is delayed at the request of the employee or the Trades Board, except if the Trades Board is available prior to the first date offered by the University this provision shall not apply; and
2. The period between the first date the arbitrator is available for an arbitration hearing and the date of hearing, when the first date is rejected by the Trades Board.

## SECTION H

### WITHDRAWAL OF A GRIEVANCE

- 232 A grievance which has been submitted may be withdrawn by the Trades Board at any Step of the grievance procedure without prejudice to the position the Trades Board may take in handling another grievance.

## ARTICLE XLI

### ARBITRATION

#### SECTION A

##### SUBMISSION TO ARBITRATION

- 233 A grievance as defined in Article XL, except as otherwise provided in this agreement, and within the jurisdiction of the arbitrator, which remains unsettled thirty (30) calendar days after discussion at Step Two of the grievance procedure, may be submitted to arbitration by the Trades Board giving written notice to the University Review Committee. Such notice shall identify the grievance and the issue and state the provisions of the agreement involved. If no such notice is given within fifteen (15) calendar days from the date the written answer from the University Review Committee was delivered to the Trades Board, the grievance shall be considered settled.

#### SECTION B

##### SELECTION OF ARBITRATORS

- 234 Following the written notice to the University Review Committee, the University and the Trades Board shall meet to select an arbitrator. If the arbitrator is not selected within seven (7) calendar days following receipt of the written notice, either the University or the Trades Board, or both, within the next seven (7) calendar days only may request the Federal Mediation and Conciliation Service to submit a list of nine (9) qualified arbitrators. Upon receipt of the list, the Trades Board and the University may strike the name of any arbitrator and request replacement names. Thereafter, if one of the nine (9) arbitrators on the list is not mutually agreeable, then the arbitrator shall be selected from the list by alternately striking names, beginning with the Trades Board, until one name remains. This person shall act as the arbitrator.

- 235 As an alternative to the above selection procedure, the Trades Board at the same time that it gives the written notice to the University Review Committee of its intent to arbitrate, may give written notice to the University Review Committee that it will request the American Arbitration Association to administer the pending arbitration case in

accordance with its rules. Such a request to the American Arbitration Association must be made within the twelve (12) calendar day period following the notice to the University Review Committee. If the Trades Board selects this alternate procedure, it shall be responsible for all the administrative fees (Rule 43 of the Voluntary Labor Arbitration Rules as amended January 1, 1979) payable to the American Arbitration Association, except that the University will be responsible for any fee caused by its delay of the arbitration or its request for an additional hearing. Since the American Arbitration Association rules will apply in the use of this alternate procedure, Section C of this Article shall not apply except for Subparagraphs 6., 7., 8., and 12.

## SECTION C

### TERMS AND CONDITIONS OF ARBITRATION

236 Every grievance submitted to an arbitrator for decision, except as provided in Paragraph 234 of Section B, for the alternate procedure, shall be subject to the following terms and conditions:

1. Either the University or the Trades Board or both shall notify the arbitrator of his/her selection and upon the arbitrator's acceptance shall forward to the arbitrator a copy of the grievance, the University's answer at Step Two, the Trades Board notice to the University Review Committee as provided for in Section A, and a copy of this agreement. A copy of this communication, except a copy of the agreement, shall be sent to either the University or the Trades Board as the case may be. In the event the arbitrator does not accept selection, the selection process set forth in Section B shall be repeated until an arbitrator has accepted selection.

2. Upon receipt of this communication, the arbitrator shall fix the time for hearing the issue or issues submitted for decision.

3. At the time of the arbitration hearing both the University and the Trades Board shall have the right to examine and cross-examine witnesses.

4. Upon the request of either the University or the Trades Board or both, or the arbitrator, a transcript of the hearing shall be made and furnished the arbitrator with the University and the Trades Board having an opportunity to purchase their own copy.

5. At the close of hearing the arbitrator shall afford the University and the Trades Board a reasonable opportunity to furnish briefs.

6. The jurisdictional authority of the arbitrator is defined as, and limited to, the determination of any grievance as defined in Article XL submitted to the arbitrator consistent with this agreement and considered by the arbitrator in accordance with this agreement.

7. The arbitrator shall not have any authority to add to, subtract from, or otherwise modify any of the terms, clauses or provisions of this agreement.

8. Except as otherwise provided and limited by this agreement, no grievance claiming back wages shall exceed the amount of wages the employee otherwise would have earned less any remuneration or payments the employee may have received, during the employee's period of suspension from employment with the University.

9. The fees and expenses of the arbitrator, including the expense of a transcript, if any, shall be shared equally by the University and the Trades Board, except that if the Trades Board does not receive a written answer or the written answer is not postmarked within the thirty (30) calendar day period following the date of the Step Two hearing, unless extended by mutual agreement of the parties, and the Trades Board gives written notice for arbitration of the grievance as provided in Section A, the University will pay the full fees and expenses of the arbitrator, but not the transcript, if the grievance is sustained by the arbitrator.

10. An employee who loses time from his/her work during assigned working hours when testifying during an arbitration hearing shall do so without loss of time or pay.

11. The arbitrator shall render his/her decision in writing as soon as possible.

12. The arbitrator's decision when made in accordance with the arbitrator's jurisdiction and authority established by this agreement shall be final and binding upon the University, the Trades Board and the employee or employees involved.

ARTICLE XLII

MISCELLANEOUS

237

The parties recognize that there is a certain amount of overlap in work performed by employees in this bargaining unit and work performed by University employees in other bargaining units and by other University employees and students. It is not the intent of the University that this overlap adversely affect any employee in this unit. To that extent no employee in this bargaining unit will be laid off or removed from his/her classification during the three (3) month period following or the two (2) month period preceding an increase by eight (8) or more in the number of University employees not in the bargaining unit above the total number of such University employees at the beginning of the three (3) month period or at the end of the two (2) month period. In determining whether there has been an increase in the number of such University employees, only those who perform work in the overlap area which is normally and customarily associated with the skill level of the classification of the employee who would be adversely affected by the layoff or removal from his/her classification will be counted. At the time of such layoff or removal from a classification, the University will provide the Trades Board with the relevant statistics.

238 In addition the University will provide the Trades Board, within three (3) weeks following June 30 of each year, changes in the number of University employees not in this bargaining unit who are in classifications where such overlap regularly exists.

239 A supervisor will not perform work assigned to employees in this bargaining unit, unless practical considerations call for the supervisor to perform such work, but it shall not be to the extent that an employee is displaced nor more than what the situation calls for.

240 No employee properly in the bargaining unit may be transferred out of the bargaining unit without the consent of the employee.

241 No employee will be required to furnish his/her own tools or equipment.

242 If any provisions of this agreement shall be found to be contrary to Federal or State Law that portion only

shall be null and void and such a determination shall not affect any other portion of this agreement.

#### ARTICLE XLIII

##### WAIVER

243       The University and the Trades Board acknowledge that during the negotiations which resulted in this agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the University and the Trades Board for the life of this Agreement each voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obliged, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement.

ARTICLE XLIV

TERM OF AGREEMENT

244 This agreement shall become effective on August 1, 1981 and shall remain in full force and effect until and including July 31, 1983, and thereafter from year to year unless, within the thirty (30) day period immediately preceding June 1, 1983 or any anniversary thereof, written notice of termination is given by either the University or the Trades Board to the other party.

Executed this 19th day of August, 1981

For the  
Regents of the  
University of Michigan

George R. Carter  
George R. Carter

Bruce B. Pringle  
Bruce B. Pringle

Richard A. DeLong  
Richard A. DeLong

Richard R. Darr  
Richard R. Darr

J. W. Vibbart  
J. W. Vibbart

Donita S. Wolters  
Donita S. Wolters

Stevie J. MacKinney  
Stevie J. MacKinney

James L. Duranso  
James L. Duranso

For the  
Washtenaw County Local  
Building Trades Board of  
Directors

Stephen O. Jaynes  
Stephen O. Jaynes

Robert J. Kennedy  
Robert J. Kennedy

Richard E. Mericle  
Richard E. Mericle

Alan T. Stevens  
Alan T. Stevens

Kenneth C. Bucholz  
Kenneth C. Bucholz

Walter E. Freysinger  
Walter E. Freysinger

Eugene Shuey  
Eugene Shuey

Cletus H. Adkins  
Cletus Adkins

Brian Goss  
Brian Goss

Henry Barrett  
Henry Barrett

Albert Schempp  
Albert Schempp



# APPENDIX A

## WAGE SCHEDULE A

Effective August 1, 1981, the Wage Schedule shall be as follows:

<u>Pay Grade</u>	<u>Classification Title</u>	<u>Start</u>	<u>Three Months*</u>
1.	Heavy Equipment Operator	8.80	9.30
2.	Construction Laborer	9.08	9.58
3.	Painter	10.33	10.83
	Glazier		
4.	Air Cond. and Refrig.	10.51	11.01
	Mech. Mechanical		
	Air Cond. and Refrig.		
	Mechanic Steam Absorption		
	Cabinet Maker		
	Carpenter		
	Carpenter Machinist		
	Electrician		
	Elevator Mechanic		
	Industrial Electrician		
	Mason		
	Pipecoverer		
	Plasterer		
	Plumber		
	Roofer		
	Sheet Metal Worker		
	Sign Painter		
	Spray Painter		
	Steamfitter		
	Welder		
5.	Elevator Adjustor	11.03	11.53

\*Or completion of the probationary period, whichever period of time is later

APPENDIX A

WAGE SCHEDULE B

Effective April 1, 1982, the Wage Schedule shall be as follows:

<u>Pay Grade</u>	<u>Classification Title</u>	<u>Start</u>	<u>Three Months*</u>
1.	Heavy Equipment Operator	9.35	9.85
2.	Construction Laborer	9.63	10.13
3.	Painter	10.88	11.38
	Glazier		
4.	Air Cond. and Refrig.	11.06	11.56
	Mech. Mechanical		
	Air Cond. and Refrig.		
	Mechanic Steam Absorption		
	Cabinet Maker		
	Carpenter		
	Carpenter Machinist		
	Electrician		
	Elevator Mechanic		
	Industrial Electrician		
	Mason		
	Pipecoverer		
	Plasterer		
	Plumber		
	Roofer		
	Sheet Metal Worker		
	Sign Painter		
	Spray Painter		
	Steamfitter		
	Welder		
5.	Elevator Adjustor	11.58	12.08

\*Or completion of the probationary period, whichever period of time is later

APPENDIX A

WAGE SCHEDULE C

Effective December 1, 1982, the Wage Schedule shall be as follows:

<u>Pay Grade</u>	<u>Classification Title</u>	<u>Start</u>	<u>Three Months*</u>
1.	Heavy Equipment Operator	9.97	10.47
2.	Construction Laborer	10.25	10.75
3.	Painter	11.50	12.00
	Glazier		
4.	Air Cond. and Refrig.	11.68	12.18
	Mech. Mechanical		
	Air Cond. and Refrig.		
	Mechanic Steam Absorption		
	Cabinet Maker		
	Carpenter		
	Carpenter Machinist		
	Electrician		
	Elevator Mechanic		
	Industrial Electrician		
	Mason		
	Pipcoverer		
	Plasterer		
	Plumber		
	Roofer		
	Sheet Metal Worker		
	Sign Painter		
	Spray Painter		
	Steamfitter		
	Welder		
5.	Elevator Adjustor	12.20	12.70

\*Or completion of the probationary period, whichever period of time is later

APPENDIX A  
APPRENTICE RATES

1. An apprentice shall be paid at a percentage of the top rate as set forth below for the classification for which he/she is an apprentice and progress from one step to the next in not more than a six (6) month period. In the event that an apprentice has not successfully completed all required course work, the final increase may be withheld for an additional period of time not to exceed six (6) months.

Start	1	2	3	4	5	6	7
65%	70%	75%	80%	85%	90%	95%	100%

2. Time off without pay shall not be counted in progressing from one rate to the next in the wage schedule.

An employee who, in addition to the employee's normal duties and responsibilities, is specifically assigned by the employee's immediate supervisor the responsibility to assign and coordinate the work of not less than three (3) other employees working together as a crew and to see that the assignment runs smoothly and efficiently and to answer to the employee's immediate supervisor for progress or lack of progress and the quality of work being done shall be paid thirty-five cents (35¢) per hour in addition to the employee's hourly rate during the period of the employee's assignment. Nothing in this paragraph shall be construed to mean that an employee must be assigned this responsibility. Such assignments are solely within the discretion of the University.

An employee who, in addition to or as a substitute for the employee's normal duties and responsibilities, is specifically assigned the responsibility to assign and coordinate the work of not less than two (2) distinct and separate crews and to see that the assignments run smoothly and efficiently and to answer to the employee's immediate supervisor for progress or lack of progress and the quality of the work being done shall be paid fifty cents (50¢) per hour in addition to the employee's hourly rate during the period of the employee's assignment. In the event that an employee is assigned this responsibility on a regular and recurring basis, the employee shall retain his/her classification, but be the Lead Person, and the employee's hourly rate shall be fifty cents (50¢) per hour more than that paid to the highest paid employee he/she is leading. Nothing in this paragraph shall be construed to mean that an employee must be assigned this responsibility. Such assignments are solely within the discretion of the University.

APPENDIX B  
PLANT DEPARTMENT STEWARD  
STRUCTURE BY CLASSIFICATION  
COMBINATION

1. Heavy Equipment Operator
2. Painter  
Sign Painter  
Spray Painter  
Glazier
3. Carpenter  
Cabinet Maker  
Carpenter Machinist
4. Mason  
Plasterer  
Construction Laborer
5. Electrician  
Elevator Mechanic  
Industrial Electrician
6. Sheet Metal Worker  
Welder
7. Roofer
8. Plumber  
Steamfitter  
Pipecoverer
9. Air Conditioning and Refrigeration Mechanic  
Steam Absorption  
Air Conditioning and Refrigeration Mechanic Mechanical

HOSPITAL PLANT STEWARD  
STRUCTURE BY CLASSIFICATION  
COMBINATION

1. Carpenter  
Mason  
Plasterer  
Construction Laborer
2. Painter  
Electrician  
Industrial Electrician
3. Plumber  
Steamfitter  
Air Conditioning and Refrigeration Mechanic  
Steam Absorption  
Air Conditioning and Refrigeration Mechanic Mechanical

"An apprentice for the purposes of representation shall be considered a member of the classification for which he/she is an apprentice."

# APPENDIX C

## BULLETIN BOARD LOCATIONS

<u>AREA</u>	<u>LOCATION</u>
Dearborn Campus	Fairlane Powerhouse-Outside Department Office
North Campus	1588 Cram Circle-Paint Shop Incinerator-Lunchroom IST Loading Dock North Campus Housing Service Building (West Employee Entrance) Electrical Station Shop Area
Medical Center	Hospital-Second Level in the Repair Shop Hospital-First Level Corridor by Alteration Shop Scott-Turner Maintenance Shop Kresge-Main Entrance Corridor near vending room Med. Sci. I-Outside Room M2300 Med Sci. II-Outside Room 2629 Ingalls Street
Central Campus	Markley-Paint Shop South Quad-Paint Shop Plant-Outside Wall of Welding Shop Plant-Basement of Plant Service Building Frieze Building-Loading Dock Heating Plant-Locker-Washroom Area Chemistry Building-Outside Room 1100 LS&A Building-Loading Dock Business Administration-Loading Dock Dental School Building-Loading Dock East Engineering-Loading Dock Mason Hall-Loading Dock School of Public Health Building II-Loading Dock General Library-Receiving A. G. Ruthven Museum-Loading Dock (not glass enclosed)
Flint Campus	Hubbard Building-Lobby next to Electrician's Shop (not glass enclosed)

MEMORANDUM OF UNDERSTANDING

Leaves of Absence/Notification to

This confirms our understanding that the University will notify the Trades Board when, after explanation, it appears to the University that the employee does not understand the application of Paragraphs 149, 155, 157 of the agreement as it applies to the employee's own fact situation.

For the Regents of the  
University of Michigan

By



For the Washtenaw County  
Local Building Trades  
Board of Directors

By



Date: August 19, 1981

MEMORANDUM OF UNDERSTANDING

Disability Plan  
Article XXXIII

This confirms our agreement, notwithstanding the provisions of Article XXXIII, Disability Plan, that should the University amend the provisions of the Disability Plan for employees not represented by the Trades Board to increase the maximum amount available as provided by subparagraph 1 or to decrease to not less than 60% the maximum amount available as provided by subparagraph 2, these changes will also be implemented at the same time for members of this bargaining unit.

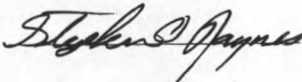
For the Regents of the  
University of Michigan

By



For the Washtenaw County  
Local Building Trades  
Board of Directors

By



Date: August 19, 1981




MEMORANDUM OF UNDERSTANDING

Deduction Authorization/Form

This confirms our understanding that the form as provided in Article VII for the voluntary authorization for deduction of dues or service charge is the only form acceptable when properly executed, except that the voluntary authorizations which were executed prior to August 1, 1979 on the form in use at that time will remain valid and subject to the provisions of Article VII.

For the Regents of the  
University of Michigan

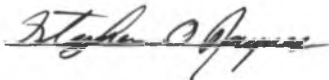
By



Date: August 19, 1981

For the Washtenaw County  
Local Building Trades  
Board of Directors

By



MEMORANDUM OF UNDERSTANDING

The parties recognize that the "overlap question" is, and has been, a concern of the parties and that the matter presents complex issues. In this connection and during the term of this agreement, the parties will make a reasonable effort to identify, on a classification-by-classification basis, the variety of duties which are characteristic of and represent the level of knowledge and expertise of each classification and which variety of duties will normally be performed by employees in this bargaining unit because of that special knowledge and expertise. It is understood that while certain identified duties may be characteristic of the knowledge and expertise of a classification in this bargaining unit, it is the ability to perform and the assignment of the complete variety which distinguishes the members of this bargaining unit from others not in the bargaining unit.

In implementing this understanding, the parties will meet not less than once a month unless the parties agree otherwise. The parties will meet during working hours. Employees, not to exceed two (2), from the classification under discussion and the chief steward shall not suffer loss of time or pay when attending these meetings.

Recognizing that overlap questions will be handled through this procedure, no grievance concerning overlap will be processed or accepted unless the grievance specifically identifies an employee(s) who has been laid off or removed.

For the Regents of the  
University of Michigan

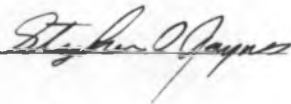
By



Date: August 19, 1981

For the Washtenaw County  
Local Building Trades  
Board of Directors

By



MEMORANDUM OF UNDERSTANDING

WORK SCHEDULE OPTION AND OVERTIME PAY

This confirms our agreement that:

Upon arrangements satisfactory to the University and the Washtenaw County Local Building Trades Board of Directors and notwithstanding the provisions of Section A of Article IX and Section A of Article XI, a normal schedule of work can consist of ten (10) hours per day and forty (40) hours per week.

In such a case, regardless of whatever else may be mutually agreed to, any employee or employees involved shall not be eligible for the daily overtime premium provided in Section A of Article XI until such time as the hour calculation exceeds ten (10) hours in a day.

For the Regents of the  
University of Michigan

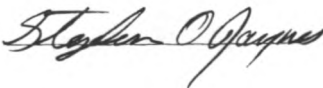
By



Date: August 19, 1981

For the Washtenaw County  
Local Building Trades  
Board of Directors

By

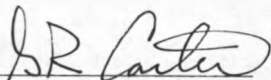


MEMORANDUM OF UNDERSTANDING

In the event that the University amends the retirement program to the extent that retirement can begin at any age with thirty (30) years of service, the amended provision will be extended to the members of the WCLBTBD bargaining unit.

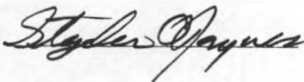
For the Regents of the  
University of Michigan

By



For the Washtenaw County  
Local Building Trades  
Board of Directors

By



Date: August 19, 1981

MEMORANDUM OF UNDERSTANDING

OVERTIME

In the event that applicable state or federal laws or regulations relating to the provisions of Section E of Article XI should change during the term of this agreement to provide that such time off may be taken in another pay period than that in which the overtime was worked, the University and the Trades Board agree that, notwithstanding the provisions of Section E of Article XI, such time off may be granted.

For the Regents of the  
University of Michigan

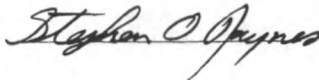
By



Date: August 19, 1981

For the Washtenaw County  
Local Building Trades  
Board of Directors

By



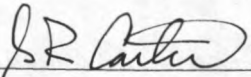
MEMORANDUM OF UNDERSTANDING

SICKNESS OR INJURY DISABILITY INCOME

Notwithstanding the provisions of Section A of Article XXII, Sickness or Injury Disability Income, and effective on August 1, 1981, each employee who has eight (8), seven (7), six (6), or five (5) unused disability absences as of July 31, 1981 will have four (4), three (3), two (2), or one (1) additional disability absences, respectively, added to the first four (4) disability absences before the waiting period begins.

For the Regents of the  
University of Michigan

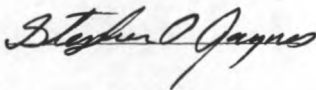
By



Date: August 19, 1981

For the Washtenaw County  
Local Building Trades  
Board of Directors

By



MEMORANDUM OF UNDERSTANDING

ON-CALL PAY

During the term of this agreement, both parties agree that on-call pay, as set forth in Article XIV, is an experimental provision which the University may cancel on thirty (30) days notice to the Trades Board. However, prior to such cancellation the University will meet with the chief steward and representatives of the Trades Board to discuss the matter.

For the Regents of the  
University of Michigan

By

A handwritten signature in dark ink, appearing to read "J.R. Carter", written over a horizontal line.

For the Washtenaw County  
Local Building Trades  
Board of Directors

By

A handwritten signature in dark ink, appearing to read "Stephen Wagner", written over a horizontal line.

Date: August 19, 1981

MEMORANDUM OF UNDERSTANDING

OVERTIME DISTRIBUTION

It is recognized by both parties that there have been occasions when the equitable distribution of overtime has been a concern. In this regard, and during the term of this agreement and in the event such concerns arise, the parties agree to hold a special conference to discuss the concerns and the means to prevent a recurrence. In the alternative, grievances concerning the equitable distribution of overtime may be submitted directly at Step Two of the grievance procedure.

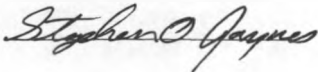
For the Regents of the  
University of Michigan

By



For the Washtenaw County  
Local Building Trades  
Board of Directors

By



Date: August 19, 1981



## 1981

## 1982

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